

RECEIVED

MAR 31 2023

TOWN OF AYER  
TOWN CLERK

11:45am



Town of Ayer  
Select Board  
1 Main Street  
Ayer, MA 01432



**Tuesday April 4, 2023**  
**Open Session Meeting Agenda**

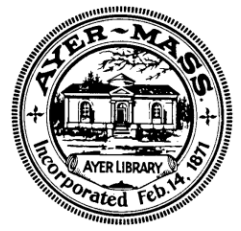
*This meeting/hearing of the Ayer Select Board will be held in-person at the location provided on this notice. Members of the public are welcome to attend this in-person meeting. Please note that while an option for remote attendance and/or participation via Zoom is being provided as a courtesy to the public, the meeting/hearing will not be suspended or terminated if technological problems interrupt the virtual broadcast, unless otherwise required by law. Members of the public with particular interest in a specific item on this agenda should make plans for in-person vs. virtual attendance accordingly. This meeting will be live on Zoom and Channel 8. The public may access the proceedings by joining Zoom (Meeting ID# 897 9080 0793) or by calling (929-205-6099). For additional information about remote participation, please contact Carly Antonellis, Assistant Town Manager at atm@ayer.ma.us or 978-772-8220 ext. 100 prior to the meeting.*

- 6:00 PM**                    **Call to Order**  
Pledge of Allegiance; Review and Approve Agenda; Announcements
- Public Input**
- 6:05 PM\***                **Update from Laurie Nehring**  
1. Water Chestnut PULL Campaign for Grove Pond  
2. MA PFAS and Health Study
- 6:10 PM**                **Final Review and Approval of the 2023 Annual Town Meeting Warrant**  
**Joint Meeting of the Select Board and Finance Committee**  
1. Call to Order of Finance Committee  
2. Final Review of Use of Free Cash for the 2023 Annual Town Meeting Warrant  
3. Final Review of FY 2024 Budget and 2023 ATM Warrant Articles  
4. Finance Committee Recommendations on Financial Warrant Articles  
5. Select Board Vote to Approve 2023 Annual Town Meeting Warrant  
6. Adjournment of Finance Committee
- 6:40 PM**                **Review and Approval of Cable License with COMCAST**
- 6:50 PM**                **Proposal for Senior/Community Center Building Committee**
- 7:00 PM**                **Approval of Select Board Letter to MassDevelopment Re: Noise Issues**
- 7:05 PM**                **Town Manager's Report**  
Administrative Update/Review of Town Warrant(s)
- 7:25 PM**                **New Business/Select Board Member Questions**
- 7:30 PM**                **Adjournment**

*\*Agenda Times are approximate and do not constitute exact times*

*The next regularly scheduled meeting of the Select Board is at 6:00 PM on Tuesday April 18, 2023, both in-person and via remote participation.  
The Annual Town Meeting is being held at 7:00 PM on Monday April 24, 2023 at the Ayer Shirley Regional High School Auditorium.*

**Office of the Select Board  
Office of the Town Manager**



Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

**MEMORANDUM**

**DATE:** March 31, 2023

**TO:** Ayer Select Board

**FROM:** Robert A. Pontbriand  
Town Manager

**SUBJECT: Final Review and Approval of the 2023 Annual Town Meeting Warrant**

Dear Honorable Select Board Members,

The Select Board will be joined by the Finance Committee at your meeting on April 4, 2023 for the purposes of the final review of the FY 2024 Budget for inclusion in the Annual Town Meeting Warrant. Additionally, the Select Board will conduct its final review and approval of the Special Town Meeting Warrant and Annual Town Meeting Warrant for the April 24, 2023 Town Meeting which will start at 7pm in the Auditorium of the Ayer Shirley Regional High School.

Attached is the FINAL DRAFT of the 2023 Annual Town Meeting Warrant which includes the Special Town Meeting Warrant (see attached). These FINAL DRAFT Warrants have been reviewed and approved by Town Counsel. Additionally, the FINAL DRAFT Warrants incorporate the Finance Committee's official position on each of the financial Articles as they voted at their Finance Committee Meeting on Wednesday, March 29, 2023 at 6pm. Additionally, we have included the DRAFT Omnibus Budget Insert for the Warrant for your review as well as a copy of the FINAL FY 2024 Budget document for your review/reference.

At the meeting prior to the final approval of the FINAL DRAFT Warrant, there are the following outstanding matters to be addressed:

1. Proposed Fourth of July Funding Article from Free Cash:

At the March 8, 2023 Second Public Budget Forum a public request was made for an Article to transfer \$10,000 from Free Cash for the Town's Fourth of July Account. In consultation with Town Counsel, the Town can only legally transfer from Free Cash funds for the upcoming FY 2024 July Fourth Celebration. If approved by Town Meeting, these funds must be used for FY 2024 and any unused funds from this Article at the end of the Fiscal Year would revert back to Free Cash. Therefore, if approved by Town Meeting, the \$10,000 from this Article should be used first by the Fourth of July Committee for FY 2024.

I have drafted an Article in consultation with Town Counsel to that effect and included it in the FINAL DRAFT Warrant. It is highlighted in yellow. Please note that if approved, the \$10,000 would be reduced from the Free Cash Amount to be placed into Stabilization by \$10,000 making the new transfer total \$303,073.

If the Select Board chooses not to support this Article, please note that there is currently a balance of \$13,768 in the Fourth of July Revolving Account as well as a proposed \$5,000 FY 2024 Omnibus Appropriation in the Budget.

2. Proposed Funding Article for RRFB Crosswalks from Free Cash:

At the March 8, 2023 Second Public Budget Forum a public request was made regarding using a portion of Free Cash for the purposes of purchasing rectangular rapid flashing beacons (RRFB's) which are used for crosswalk safety. At the Public Budget Forum, the DPW Director indicated that the estimated cost per RRFB is approximately \$10,000 per crosswalk. The request was for the Town to consider using a portion of Free Cash toward purchasing these up to \$100,000 for potentially ten (10) RRFB.

After further review and discussion of this request, the DPW Director would like to have the Town Engineer conduct a comprehensive study of all crosswalks in Town to see which specific crosswalks meet the engineering and traffic criteria for an RRFB. Please see the attached memo from the DPW Director (see attached). We would like to conduct the study first; determine where and how many RRFB are needed and then develop a funding plan. The DPW Director has indicated that there are several grant funded opportunities for RRFB including the "Safer Streets Grant Program"; "Safer School Routes Grant Program"; and others.

Finally, it is strongly recommended and a best practice from the Department of Revenue that the Town not expend Free Cash on one-time items of this nature which should be developed, proposed, and considered through the normal municipal budgeting process.

For these reasons, we are respectfully recommending not using Free Cash at this time for the RRFB's until the study/analysis has been completed and the grant funding has been pursued and exhausted. The DPW Director and I will be prepared to provide the Select Board with a public update(s) in the near future regarding the status of the study/analysis and plan/recommendations moving forward.

3. Recommended Withdrawal of Article 15: Replenishment of Ayer Library Trust Funds

Upon legal review of the Warrant by Town Counsel, it is recommended that Article 15 be withdrawn at this time.

The intent of Article 15 was to replenish \$35,000 used this past August by the Library Board of Trustees for an emergency repair of the library heating system. This repair was time sensitive at the time due to the need to repair the heating system in advance of the Fall heating season for the Library. Supply chain delays necessitated that certain repair components be funded and ordered timely. Additionally, last August there was no Finance Committee which prevented the timely access/use to the Reserve Fund.

The intent was for the Library to use the \$35,000 in trust funds to complete the heating repair and for the Town to replenish these funds with Free Cash from future Town Meeting(s) with the intent of making the Library Trust Funds whole.

Town Counsel has advised that Town Meeting cannot authorize Free Cash to be used for the purposes of replenishing a Trust Fund. Once the Trust Funds are used, they cannot be replenished with Free Cash from Town Meeting.

4. Proposed Change to Stabilization Article Explanatory Note:

It is proposed for the purposes of clarity that the Select Board consider revising the Explanatory Note for the Stabilization Article by removing the reference to a portion of the Stabilization amount to be considered for the purposes of the future Year-4 costs of the SAFER Grant for the four firefighter positions. The reasons being that: 1.) Explanatory Notes are just that, explanatory and have no legal authority to “ earmark” or set aside funds for special purposes within the Article; 3.) The Explanatory Note referencing the SAFER Grant is a future recommendation/consideration but not absolute/legally binding 2.) The funds going into Stabilization can be used for any lawful purpose as determined by a duly posted Town Meeting and a 2/3 Vote.

The current Explanatory Note reads:

*Explanatory Note: This Article transfers \$303,073 from Free Cash into the Town’s Stabilization Fund of which \$300,000 is for the purposes of covering the future Year-4 costs of the SAFE Grant for the four firefighter positions; and transfers \$750,000 into the Town’s Capital Stabilization Fund for a total transfer of \$1,053,073.*

The proposed REVISED Explanatory Note for Consideration would be:

*Explanatory Note: This Article transfers \$303,073 from Free Cash into the Town’s Stabilization Fund and transfers \$750,000 into the Town’s Capital Stabilization Fund for a total transfer of \$1,053,073. Stabilization and Capital Stabilization funds can be used for any lawful purposes subject to Town Meeting approval.*

These are the final matters for consideration prior to the final review and approval of the 2023 STM and ATM Warrants. If you have any questions prior to the meeting, please do not hesitate to contact me directly.

Thank you.

Attachment(s):           FINAL DRAFT of 2023 STM and ATM Warrants (Includes DRAFT FY 2024 Omnibus Budget Warrant Insert)

                                  FINAL FY 2024 Budget (March 23, 2023)

                                  Memo from DPW Director Re: Rectangular Rapid Flashing Beacons



# Town of Ayer

**\*\*\*FINAL DRAFT\*\*\***

## SPECIAL TOWN MEETING WARRANT

Ayer Shirley Regional High School Auditorium

141 Washington Street

Ayer, MA 01432

April 24, 2023 at 7:00 PM

Commonwealth of Massachusetts  
Middlesex, ss.

### GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Ayer qualified to vote in Town Elections and Affairs to meet in the Auditorium of the Ayer Shirley Regional High School located at 141 Washington Street, Ayer, Massachusetts on Monday, the twenty-fourth (24<sup>th</sup>) day of April 2023, at seven o'clock (7:00 PM) in the evening then and there to act on the following articles:

Hereof fail not and make due return of this warrant with your doings thereof to the Town Clerk before the date appointed for said meeting.

Given under our hands this 4<sup>th</sup> day of April AD 2023.

\_\_\_\_\_  
Jannice L. Livingston, Chair

\_\_\_\_\_  
Shaun C. Copeland, Vice Chair

\_\_\_\_\_  
Scott A. Houde, Clerk

**The Ayer Select Board**

Any persons needing disability related assistance (such as signing, etc.) at the Town Meeting please contact the Select Board's Office at 978-772-8220 ext. 100 before April 21, 2023. We shall make every reasonable effort to assist you. Large print version of the text of this warrant is available upon request.

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

**ARTICLE 1: SUPPLEMENTAL APPROPRIATION – WATER ENTERPRISE FUND**

To see if the Town will vote to amend the vote taken under Article 12 of the April 25, 2022 Annual Town Meeting by reducing the amount of indirect costs to come from Water Enterprise revenues and supplementing that amount with an amount to be transferred from Water Enterprise retained earnings as follows:

Indirect costs of \$311,705 of which \$165,705 is to come from water revenue and \$146,000 is to come from Water Enterprise retained earnings; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote

*Explanatory Note: This Article is to fund a supplemental appropriation in the amount of \$146,000 from retained earnings in the Water Enterprise Fund to fund the FY 2023 operations of the Water Department. The factors driving this supplemental appropriation have been recent increases in water treatment chemicals; unexpected well maintenance; and an update of the water use rate model.*

**ARTICLE 2: SUPPLEMENTAL APPROPRIATION – SEWER ENTERPRISE FUND**

To see if the Town will vote to amend the vote taken under Article 11 of the April 25, 2022 Annual Town Meeting by reducing the amount of indirect costs to come from Sewer Enterprise revenues and supplementing that amount with an amount to be transferred from Sewer Enterprise retained earnings as follows:

Indirect costs of \$431,717 of which \$272,717 is to come from sewer revenue and \$159,000 from Sewer Enterprise retained earnings; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote

*Explanatory Note: This Article is to fund a supplemental appropriation in the amount of \$159,000 from retained earnings in the Sewer Enterprise Fund to fund the FY 2023 operations of the Sewer Department. The factors driving this supplemental appropriation have been recent increases in sludge hauling costs; boiler system maintenance; unexpected failure of pump and UV systems; and an update of the sewer use rate model.*

**ARTICLE 3: SUPPLEMENTAL APPROPRIATION – AMBULANCE ENTERPRISE FUND**

To see if the Town will vote to amend the vote taken under Article 10 of the April 25, 2022 Annual Town Meeting by transferring \$20,000 from the Ambulance Retained Earnings in order to provide supplemental funding for the FY 2023 Ambulance Enterprise Fund; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

*Explanatory Note: This Article is to fund a supplemental appropriation in the amount of \$20,000 from Ambulance Enterprise retained earnings to fund the FY 2023 operations of the Ambulance Department. The factors driving this supplemental appropriation have been unforeseen cost increases and unforeseen call volume.*

A True Copy Attest: \_\_\_\_\_

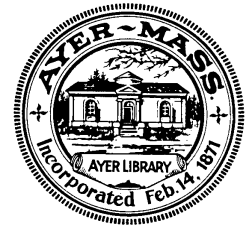
**Susan E. Copeland  
Town Clerk**

**Date: April \_\_, 2023**

As directed in the foregoing warrant, I have this day posted three attested copies in three public places, one of which was the Town Hall at least seven (7) days before said meeting, all as herein directed.

\_\_\_\_\_  
**Constable**

**Date: April \_\_, 2023**



# Town of Ayer

**\*\*\*FINAL DRAFT\*\*\***

## **ANNUAL TOWN MEETING WARRANT**

Ayer Shirley Regional High School Auditorium

141 Washington Street

Ayer, MA 01432

April 24, 2023 at 7:00 PM

Commonwealth of Massachusetts  
Middlesex, ss.

### GREETINGS:

In the name of the Commonwealth of Massachusetts you are hereby directed to notify and warn the inhabitants of the Town of Ayer qualified to vote in Town Elections and Affairs to meet in the Auditorium of the Ayer Shirley Regional High School located at 141 Washington Street, Ayer, Massachusetts on Monday, the twenty-fourth (24<sup>th</sup>) day of April 2023, at seven o'clock (7:00 PM) in the evening then and there to act on the following articles:

Hereof fail not and make due return of this warrant with your doings thereof to the Town Clerk before the date appointed for said meeting.

Given under our hands this 4<sup>th</sup> day of April AD 2023.

\_\_\_\_\_  
Jannice L. Livingston, Chair

\_\_\_\_\_  
Shaun C. Copeland, Vice Chair

\_\_\_\_\_  
Scott A. Houde, Clerk

**The Ayer Select Board**

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*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*



**ARTICLE 1: SALARIES OF ELECTED OFFICIALS**

To see if the Town will vote to fix the salary and compensation of elected officers of the Town of Ayer, as provided by Section 108, Chapter 41 of the General Laws, as amended; or take any action thereon or in relation thereto.

	<u>FY-23 SALARY</u>	<u>FY-24 SALARY</u>	<u>% OF CHANGE</u>
Moderator	\$563	\$574	2%
Select Board: Chair	\$2,822	\$2,878	2%
Select Board: Members (2)	\$2,517	\$2,567	2%
Assessors: Chair	\$2,795	\$2,851	2%
Assessors: Members (2)	\$2,440	\$2,539	2%

Sponsor: Select Board  
Finance Committee: Recommends Simple Majority Vote Required

*Explanatory Note: This Article is required as Town Meeting sets the salaries of elected officials pursuant to MGL Chapter 41, Section 108. The two percent (2%) increase is the FY 2024 Cost of Living Adjustment approved by the Select Board on February 21, 2023, on recommendation of the Town Manager and Benefits & Payroll Manager in accordance with the Town's Financial Policies.*

**ARTICLE 2: CONTRACT FUNDING: AYER TOWN HALL/CLERICAL UNION, AFSCME93**

To see if the Town will vote to raise and appropriate or transfer from available funds a sum of money to fund the first-year cost items of a collective bargaining agreement between the Town of Ayer and the Ayer Town Hall/Clerical Union, AFSCME93 for the period of July 1, 2023, through June 30, 2026; or take any action thereon or in relation thereto.

Sponsor: Select Board  
Finance Committee: Recommends Simple Majority Vote Required

*Explanatory Note: Per MGL Chapter 150E, Union Contracts are subject to the appropriation of funds by Town Meeting. The FY 2024 estimated total cost of the Contract is \$47,218.68. Contract Memorandum of Agreement is available on the Town's website ([www.ayer.ma.us](http://www.ayer.ma.us)). Presentation to be made at Town Meeting.*

**ARTICLE 3: FY 2024 OMNIBUS BUDGET**

To see if the Town will vote to raise and appropriate a sum of money for the FY 2024 Omnibus Budget items; or take any action thereon or in relation thereto:

- Dept. 100: General Government
- Dept. 200: Finance
- Dept. 300: Public Safety
- Dept. 400: Public Works
- Dept. 500: Human Services
- Dept. 600: Management Support

Sponsor: Select Board  
Finance Committee: Recommends Simple Majority Vote Required

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*

**FY2024 Omnibus Budget Draft for Warrant**

	FY2022 Actual	FY2023 Approved	FY2024 Proposed	Difference		Notes
<b>Department 100 - General Government</b>						
01 Select Board	\$275,117.31	\$342,002.00	\$364,226.00	\$22,224.00	6.50%	contractual increase
02 Town Counsel	\$59,669.83	\$80,000.00	\$75,000.00	(\$5,000.00)	-6.25%	decreased based on historical use
03 Town Clerk	\$140,797.00	\$138,264.00	\$155,827.00	\$17,563.00	12.70%	contractual increase
04 Moderator	\$0.00	\$663.00	\$674.00	\$11.00	1.66%	
05 Parking Tickets	\$607.55	\$1,250.00	\$1,250.00	\$0.00	0.00%	
06 Public Buildings & Property Maintenance	\$367,915.84	\$386,117.00	\$447,482.00	\$61,365.00	15.89%	energy and supply cost increases
07 Registrations & Elections	\$10,352.30	\$26,796.00	\$22,500.00	(\$4,296.00)	-16.03%	decrease due to fewer elections
08 Postage	\$20,997.31	\$23,100.00	\$30,000.00	\$6,900.00	29.87%	rate increase
09 American Legion	\$600.00	\$600.00	\$600.00	\$0.00	0.00%	
10 Memorial Day	\$0.00	\$500.00	\$500.00	\$0.00	0.00%	
11 4th of July Celebration	\$0.00	\$0.00	\$5,000.00	\$5,000.00	100.00%	
12 Holiday Lights	\$15,000.00	\$15,000.00	\$15,000.00	\$0.00	0.00%	
<b>Department 100 Total</b>	<b>\$891,057.14</b>	<b>\$1,014,292.00</b>	<b>\$1,118,059.00</b>	<b>\$103,767.00</b>	<b>10.23%</b>	
<b>Department 200 - Finance</b>						
01 Town Accountant	\$218,174.44	\$218,953.00	\$198,448.00	(\$20,505.00)	-9.37%	due to budget re-allocation
02 Benefits & Payroll	\$75,167.63	\$89,566.00	\$90,134.00	\$568.00	0.63%	
03 Computer Support - Financial Systems	\$52,720.46	\$51,942.00	\$52,950.00	\$1,008.00	1.94%	
04 Assessors	\$204,060.58	\$205,934.00	\$217,012.00	\$11,078.00	5.38%	contractual
05 Treasurer/Tax Collector	\$186,584.81	\$208,225.00	\$240,840.00	\$32,615.00	15.66%	due to budget re-allocation; contractual
06 Health & Life Insurance	\$1,531,849.20	\$2,001,857.00	\$2,269,859.00	\$268,002.00	13.39%	rate increase
07 General Insurance	\$265,716.66	\$293,700.00	\$313,682.00	\$19,982.00	6.80%	rate increase
09 Unemployment Compensation	\$10,133.06	\$11,200.00	\$11,200.00	\$0.00	0.00%	
10 County Retirement Assessment	\$1,934,480.00	\$2,058,373.00	\$2,096,798.00	\$38,425.00	1.87%	
11 Notes & Bonds(Principal)	\$1,043,558.00	\$706,000.00	\$832,644.00	\$126,644.00	17.94%	new debt
12 Interest	\$232,441.69	\$181,820.00	\$242,417.00	\$60,597.00	33.33%	new debt
13 Tax Title	\$10,299.05	\$15,000.00	\$15,000.00	\$0.00	0.00%	
14 FICA Medicare	\$125,221.19	\$158,000.00	\$163,000.00	\$5,000.00	3.16%	
15 Finance Committee	\$180.00	\$500.00	\$500.00	\$0.00	0.00%	
16 Reserve Fund	\$81,201.00	\$300,000.00	\$175,000.00	(\$125,000.00)	-41.67%	decreased based on historical use
<b>Department 200 Total</b>	<b>\$5,971,787.77</b>	<b>\$6,501,070.00</b>	<b>\$6,919,484.00</b>	<b>\$418,414.00</b>	<b>6.44%</b>	
<b>Department 300 - Public Safety</b>						
01 Police Department	\$2,850,725.55	\$3,299,703.00	\$3,475,385.00	\$175,682.00	5.32%	contractual; new sgt position
02 Fire Department	\$1,972,492.49	\$2,192,432.00	\$2,289,484.00	\$97,052.00	4.43%	contractual
03 Building Department	\$109,255.00	\$147,292.00	\$190,757.00	\$43,465.00	29.51%	building inspector from pt to ft
04 Emergency Management	\$22,482.39	\$23,240.00	\$27,150.00	\$3,910.00	16.82%	contractual
05 Animal Control Officer (Dog Officer)	\$15,614.26	\$16,660.00	\$17,956.00	\$1,296.00	7.78%	contractual
06 Animal/Barn Inspector	\$2,600.00	\$2,652.00	\$2,705.00	\$53.00	2.00%	
07 Tree Warden	\$46,593.90	\$69,424.00	\$82,040.00	\$12,616.00	18.17%	tree management plan
<b>Department 300 Total</b>	<b>\$5,019,763.59</b>	<b>\$5,751,403.00</b>	<b>\$6,085,477.00</b>	<b>\$334,074.00</b>	<b>5.81%</b>	
<b>Department 400 - Public Works</b>						
01 Public Works	\$1,224,717.73	\$1,364,165.00	\$1,386,216.00	\$22,051.00	1.62%	
02 Snow & Ice Removal	\$273,685.65	\$321,000.00	\$358,660.00	\$37,660.00	11.73%	energy and supply cost increase
03 Public Works - Street Lighting	\$18,205.40	\$42,000.00	\$45,000.00	\$3,000.00	7.14%	
04 Care of Graves	\$1,440.00	\$1,200.00	\$1,200.00	\$0.00	0.00%	
05 Woodlawn Cemetery	\$27,942.84	\$41,000.00	\$43,700.00	\$2,700.00	6.59%	
<b>Department 400 Total</b>	<b>\$1,545,991.62</b>	<b>\$1,769,365.00</b>	<b>\$1,834,776.00</b>	<b>\$65,411.00</b>	<b>3.70%</b>	
<b>Department 500 - Human Services</b>						
01 Council on Aging	\$123,100.67	\$216,611.00	\$221,474.00	\$4,863.00	2.25%	
02 Board of Health	\$2,375.00	\$7,300.00	\$7,300.00	\$0.00	0.00%	
03 Nashoba Assoc. Board of Health	\$32,467.48	\$38,579.00	\$41,665.00	\$3,086.00	8.00%	per assessment
04 Social Worker	\$0.00	\$67,500.00	\$67,500.00	\$0.00	0.00%	
05 Parks Department	\$169,136.80	\$194,203.00	\$201,883.00	\$7,680.00	3.95%	contractual
06 Ayer/Shirley Youth Football & Cheerleading	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	0.00%	
07 Little League	\$4,000.00	\$4,000.00	\$4,000.00	\$0.00	0.00%	
08 Veterans Agent	\$20,683.00	\$20,991.00	\$21,407.00	\$416.00	1.98%	
09 Veterans Benefits	\$110,387.10	\$125,000.00	\$100,000.00	(\$25,000.00)	-20.00%	decreased based on historical use; per veterans commissioner
10 Library	\$616,395.64	\$657,380.00	\$709,024.00	\$51,644.00	7.86%	contractual; energy and supply cost increases
11 Disabilities Comm.	\$0.00	\$3,000.00	\$3,000.00	\$0.00	0.00%	
<b>Department 500 Total</b>	<b>\$1,082,545.69</b>	<b>\$1,338,564.00</b>	<b>\$1,381,253.00</b>	<b>\$42,689.00</b>	<b>3.19%</b>	
<b>Department 600 - Management Support</b>						
01 Conservation Commission	\$58,054.25	\$76,570.00	\$82,648.00	\$6,078.00	7.94%	contractual
02 Economic & Community Development	\$42,495.90	\$81,879.00	\$86,695.00	\$4,816.00	5.88%	contractual
03 Town Planner	\$91,580.04	\$97,420.00	\$92,388.00	(\$5,032.00)	-5.17%	
04 Historical Commission	\$0.00	\$750.00	\$750.00	\$0.00	0.00%	
05 Montachusett Reg. Plan. Comm.	\$2,637.62	\$2,889.00	\$2,961.00	\$72.00	2.49%	
06 Management Support (printing & reporting)	\$84,367.04	\$140,820.00	\$117,820.00	(\$23,000.00)	-16.33%	reduction in staff needs
07 Information Technology	\$185,315.92	\$187,902.00	\$183,074.00	(\$4,828.00)	-2.57%	
<b>Department 600 Total</b>	<b>\$464,450.77</b>	<b>\$588,230.00</b>	<b>\$566,336.00</b>	<b>(\$21,894.00)</b>	<b>-3.72%</b>	
<b>Total Summary by Department</b>						
Dept 100 - General Government	\$891,057.14	\$1,014,292.00	\$1,118,059.00	\$103,767.00	10.23%	
Dept 200 - Finance	\$5,971,787.77	\$6,501,070.00	\$6,919,484.00	\$418,414.00	6.44%	
Dept 300 - Public Safety	\$5,019,763.59	\$5,751,403.00	\$6,085,477.00	\$334,074.00	5.81%	
Dept 400 - Public Works	\$1,545,991.62	\$1,769,365.00	\$1,834,776.00	\$65,411.00	3.70%	
Dept 500 - Human Services	\$1,082,545.69	\$1,338,564.00	\$1,381,253.00	\$42,689.00	3.19%	
Dept 600 - Management Support	\$464,450.77	\$588,230.00	\$566,336.00	(\$21,894.00)	-3.72%	
<b>Total Operating Budgets</b>	<b>\$14,975,596.58</b>	<b>\$16,962,924.00</b>	<b>\$17,905,385.00</b>	<b>\$942,461.00</b>	<b>5.56%</b>	

*Explanatory Note: Please see insert for the FY 2024 Omnibus Budget. Presentation on the budget to be made at Town Meeting. The FY 2024 Omnibus Budget includes a 2% Cost of Living Adjustment (COLA) for Non-Union Personnel, as recommended by the Town Manager and Benefits & Payroll Manager in accordance with the Town's Financial Policies and approved by the Select Board on February 21, 2023. All materials related to the FY 2024 Budget are available on the Town's website at [www.ayer.ma.us/budget](http://www.ayer.ma.us/budget) or by contacting the Town Manager's Office at 978-772-8220 x100 or by email at [tm@ayer.ma.us](mailto:tm@ayer.ma.us)*

**ARTICLE 4: FY 2024 AYER SHIRLEY REGIONAL SCHOOL DISTRICT ASSESSMENT**

To see if the Town will vote to raise and appropriate the sum of \$12,567,854 as required to fund the Town's FY 2024 assessment for the Ayer Shirley Regional School District and to raise and appropriate the sum of \$987,214 for the Town's portion of the ASRSD high school building project; or take any action thereon or in relation thereto.

Sponsor: Ayer Shirley Regional School Committee  
Select Board:

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: This Article will fund the FY 2024 Ayer Shirley Regional School District Assessment and the Town's portion of the ASRSD high school building project.*

**ARTICLE 5: FY 2024 NASHOBA VALLEY TECHNICAL VOCATIONAL SCHOOL ASSESSMENT**

To see if the Town will vote to raise and appropriate the sum of \$1,136,670 required to fund the Town's FY 2024 assessment for the Nashoba Valley Regional Technical High School; or take any action thereon or in relation thereto.

Sponsor: Nashoba Valley Technical Vocational School Committee  
Select Board:

Finance Committee: No Position

Simple Majority Vote Required

*Explanatory Note: This Article will fund the FY 2024 Nashoba Valley Regional Technical High School Assessment.*

**ENTERPRISE FUND ARTICLES**

**The Annual Budget Book will be provided at Town Meeting with further detail on Articles No. 6 - 9**

**ARTICLE 6: SOLID WASTE**

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the solid waste department:

Direct costs of \$468,320 of which \$351,180 is to come from solid waste revenue, \$45,000 is to come from solid waste retained earnings and \$72,140 is to come from the tax levy, and indirect costs of \$126,650 is to come from the tax levy; or take any action thereon or in relation thereto.

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote Required

**ARTICLE 7: AMBULANCE**

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the ambulance department:

Direct costs of \$192,200 is to come from ambulance revenue, and indirect costs of \$382,491 of which \$277,800 is to come from ambulance revenue, \$60,000 is to come from ambulance retained earnings and \$44,691 is to come from the tax levy; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote Required

**ARTICLE 8: SEWER**

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the sewer department:

Direct costs of \$3,110,672 to come from sewer revenue and indirect costs of \$457,400 is to come from sewer revenue; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote Required

**ARTICLE 9: WATER**

To see if the Town will vote to raise and appropriate or transfer from available funds the following funds to operate the water department:

Direct costs of \$2,258,667 to come from water revenue and indirect costs of \$334,600 to come from water revenue; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote Required

**BORROW ARTICLE**

**ARTICLE 10: CAPITAL BUDGET REQUESTS**

To see if the Town will vote to authorize the Treasurer, with the approval of the Select Board, to borrow the sums set out in the Warrant and hereby listed for the purposes of funding the following equipment, services, and public works projects, and all costs incidental or related thereto, as contained in the Capital Budget, each sum hereafter to be voted on separately; or take any action thereon or in relation thereto.

<b><u>Department</u></b>	<b><u>Item</u></b>	<b><u>Amount</u></b>
DPW – Highway	Road Paving	\$85,000
Facilities	HVAC Repairs	\$88,100
Fire	Fire Department Vehicle	\$77,760
Parks	Kiddie Junction Playground	\$220,000
Police	Upgrade Locker Rooms	\$115,119
DPW – Stormwater	Storm Drain Upgrades	\$100,000
Water Enterprise	Annual Water Main Rehabilitation	\$300,000
Water Enterprise	Washington St. Water Tank Painting	\$450,000
Sewer Enterprise	Inflow/Infiltration Repairs	\$1,250,000

**Total: \$2,685,979**

Sponsor: Select Board  
 Finance Committee: Recommends Two-Thirds Majority Vote Required

*Explanatory Note: All of the above Capital Budget requests and amounts were reviewed by and recommended by the Town's Capital Planning Committee. All materials related to these Capital Budget requests are available on the Town's website at [www.ayer.ma.us/budget](http://www.ayer.ma.us/budget) or by contacting the Town Manager's Office at 978-772-8220 x 100 or by email at [tm@ayer.ma.us](mailto:tm@ayer.ma.us)*

**DEBT EXCLUSION ARTICLES**

**ARTICLE 11: AUTHORIZATION FOR DEBT EXCLUSION FOR THE FIRE DEPARTMENT – FIRE LADDER TRUCK**

To see if the Town will vote to appropriate the sum of \$1,692,888 to purchase and equip a fire ladder truck, including any incidental and related costs and expenses; and to meet this appropriation, to authorize the Treasurer, with the approval of the Select Board, to borrow said sum pursuant to the provisions of MGL c. 44, Section 7 or any other enabling authority, and to issue bonds or notes of the Town therefor; provided that any borrowing or expenditure hereunder shall be subject to and contingent upon passage of a debt exclusion ballot question pursuant to the provisions of MGL c. 59, Section 21C; said funds to be expended under the direction of the Select Board; or take any action thereon or in relation thereto.

Sponsor: Select Board  
 Finance Committee: Recommends Two-Thirds Majority Vote Required

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*

*Explanatory Note: The Fire Chief submitted an FY 2024 Capital Request for funding to replace the Fire Ladder Truck. The Capital Planning Committee voted to recommend this capital project including the funding of \$1,692,888 subject to a debt exclusion per the Town's Financial Policies. A debt exclusion requires the authorization of Town Meeting (this Article) and requires a majority vote by ballot at the Annual Town Election to be held on May 9, 2023. The estimated annual cost impact for the average residential tax bill for the Fire Ladder Debt Exclusion would be \$40.50 per year for a total of \$607.50 over the 15 years of the borrow. Presentation to be made at Town Meeting.*

**ARTICLE 12: AUTHORIZATION FOR DEBT EXCLUSION FOR THE DEPARTMENT OF PUBLIC WORKS – WEST MAIN STREET BRIDGE REPLACEMENT**

To see if the Town will vote to appropriate the sum of \$3,000,000 for the West Main Street Bridge replacement, including any incidental and related costs and expenses; and to meet this appropriation, to authorize the Treasurer, with the approval of the Select Board, to borrow said sum pursuant to the provisions of MGL c. 44, Section 7 or any other enabling authority, and to issue bonds or notes of the Town therefor; provided that any borrowing or expenditure hereunder shall be subject to and contingent upon passage of a debt exclusion ballot question pursuant to the provisions of MGL c. 59, Section 21C; said funds to be expended under the direction of the Select Board; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Two-Thirds Majority Vote Required

*Explanatory Note: The DPW Director submitted an FY 2024 Capital Request for funding to replace the West Main Street Bridget. The Capital Planning Committee voted to recommend this capital project including the funding of \$3,000,000 subject to a debt exclusion per the Town's Financial Policies. A debt exclusion requires the authorization of Town Meeting (this Article) and requires a majority vote by ballot at the Annual Town Election to be held on May 9, 2023. The estimated annual cost impact for the average residential tax bill for the West Main Street Bridget Replacement Debt Exclusion would be \$63.00 per year for a total of \$1,260 over the 20 years of the borrow. Presentation to be made at Town Meeting.*

**TRANSFER ARTICLES**

**ARTICLE 13: CAPITAL BUDGET REQUESTS**

To see if the Town will vote to transfer from Capital Stabilization the following sums hereby listed for the purpose of funding the following equipment, services and public works projects, including all costs incidental or related thereto, as contained in the Capital Budget, each sum hereafter to be voted on separately, or take any action thereon or in relation thereto:

<b><u>Department</u></b>	<b><u>Item</u></b>	<b><u>Amount</u></b>
Assessor	Assesspro AP5 Client Server Base and Software; Database Support	\$17,500
Library	Roof Repairs	\$9,500
Cemetery	Resurface Access Road/Driveways	\$25,000
DPW – Solid Waste	Paving Lower Access Driveway	\$25,000

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

<u>Department</u>	<u>Item</u>	<u>Amount</u>
DPW Stormwater	Upper Flanagan Pond Dam Repairs	\$50,000
DPW Administration	DPW Security Gate Upgrade	\$65,000
Parks	Sandy Pond Beach House Rehab Study	\$30,000
Facilities	Police Station Fence and Trim Repairs	\$43,000
Facilities	Town Hall Acoustics/Renovations/Repairs	\$68,700
<b>Total:</b>		<b>\$333,700</b>

Sponsor: Select Board  
 Finance Committee: Recommends Two-Thirds Majority Vote Required

*Explanatory Note: All of the above Capital Budget requests and amounts were reviewed by and recommended by the Town's Capital Planning Committee. All materials related to these Capital Budget requests are available on the Town's website at [www.ayer.ma.us/budget](http://www.ayer.ma.us/budget) or by contacting the Town Manager's Office at 978-772-8220 x 100 or by email at [tm@ayer.ma.us](mailto:tm@ayer.ma.us)*

**ARTICLE 14: GASB-45/OPEB (Other Post-Employment Benefits) FUND**

To see if the Town will vote to raise and appropriate \$154,364 and transfer \$145,636 from Free Cash, totaling the sum of \$300,000, to meet the Town's obligations under the Government Accounting Standards Board (GASB) Statement 45 to fund the Town's future obligation for the cost of other post-employment benefits (OPEB); or take any action thereon or in relation thereto.

Sponsor: Select Board  
 Finance Committee: Recommends Simple Majority Vote Required

*Explanatory Note: This Article funds the Town's GASB-45/OPEB, Post-Employment Benefits in the total sum of \$300,000 with \$154,364 derived from the Town's Local Meals Tax and \$145,636 from Free Cash as recommended by the Town's OPEB Board of Trustees.*

**ARTICLE 15: REPLENISHMENT OF AYER LIBRARY TRUST FUNDS**

**[Recommended Withdrawal by Town Counsel]**

To see if the Town will vote to transfer \$35,000 from Free Cash for the purposes of replenishing the Ayer Library Trust Funds which were used for the purposes of an emergency repair to the library heating system; or take any action thereon or in relation thereto.

Sponsor: Select Board  
 Finance Committee: Simple Majority Vote Required

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

*Explanatory Note: This Article would transfer \$35,000 from Free Cash to replenish the Ayer Library Trust Funds which were expended by the Library Trustees for the purposes of an emergency repair to the Ayer Library heating system.*

## **RAISE & APPROPRIATE ARTICLES**

### **ARTICLE 16: FIRST YEAR'S INTEREST-GENERAL FUND BORROWING**

To see if the Town will vote to raise and appropriate the sum of \$81,600 required to provide for the first year's interest charges and associated administrative expenses on all General Fund borrowing/bonding authorized by this Town Meeting; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: This Article will fund the first-year interest charges associated with the administrative expenses on all General Fund borrowing/bonding authorized by this Town Meeting.*

### **ARTICLE 17: FUNDING FOR AQUATIC WEED CONTROL FOR TOWN PONDS**

To see if the Town will vote to raise and appropriate the sum of \$30,000 for the purpose of funding the aquatic weed control program for the Town's ponds, and any incidental and related costs and expenses; or take any action thereon or in relation thereto. Funds are to be spent by June 30, 2025; unexpended funds on June 30, 2025, to close and revert to general fund balance.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: Funding from this Article will be used by the Conservation Commission for the purposes of the aquatic weed control in the Town's ponds.*

## **TRANSFER ARTICLES**

### **ARTICLE 18: FUNDING OF THE RESERVE FUND FOR FUTURE PAYMENTS OF ACCRUED LIABILITIES FOR COMPENSATED ABSENCES**

To see if the Town will vote to transfer from free cash the sum of \$10,000 for funding the Town's reserve fund established in accordance with MGL Chapter 40, Section 13D for future payments of accrued liability for compensated absences due to employees of the Town of Ayer upon termination of their employment; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote Required

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*



*Explanatory Note: This Article would fund the reserve fund previously established by the 2020 Annual Town Meeting in the amount of \$63,837. Compensated absences include planned and unplanned retirements from the Town; as well as separation from the Town in which the employee is due certain accrued benefits such as unused vacation time.*

**ARTICLE 19: FORWARD FUNDING OF THE TOWN'S PENSION ASSESSMENT**

To see if the Town will vote to transfer the sum of \$300,000 from Free Cash for the purposes of forward funding the Town's pension assessment from the Middlesex County Retirement System; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: This Article would forward fund the Town's pension assessment from the Middlesex County Retirement System in the amount of \$300,000 for the purposes of realizing estimated future savings.*

**ARTICLE 20: UDAG FUND REPLENISHMENTS**

To see if the Town will vote to transfer the sum of \$60,185 from Free Cash for the purposes of replenishing the Urban Development Action Grant (UDAG) account for the following:

Senior Center Feasibility Study:	\$31,000
Park Street Infrastructure/Design Study:	\$14,185
Fire Foam PFAS Removal:	\$15,000
<u>Total:</u>	<u>\$60,185</u>

Or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: This Article will replenish the Town's UDAG Fund in the amount of \$60,185. These funds were used from the UDAG's unrestricted funds for purposes set forth in the Article that did not have a repayment mechanism in place.*

**ARTICLE 21: PAY DOWN OF BALANCE OF MATURING BOND ANTICIPATION NOTE (BAN)**

To see if the Town will vote to transfer the sum of \$322,565 from Free Cash for the purpose of paying down the balance of a maturing Bond Anticipation Note (BAN); or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends

Simple Majority Vote Required

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*

*Explanatory Note: This Article would transfer \$322,565 from Free Cash to pay down the balance of a maturing Bond Anticipation Note (BAN) renewing in the Fall of 2023 from \$4,292,565 to \$3,970,00. By doing this the Town would realize estimated total future savings of \$89,128 by the year 2036.*

**ARTICLE \_\_: FUNDING OF THE FY 2024 FOURTH OF JULY CELEBRATION**  
**[Proposed]**

To see if the Town will vote to transfer the sum of \$10,000 from Free Cash for the purposes of funding the Town's FY 2024 Fourth of July Celebration; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Simple Majority Vote Required

*Explanatory Note: This Article would transfer \$10,000 from Free Cash to fund the Town's Fourth of July Account. This account is used to fund the FY 2024 Town's Fourth of July Activities. Any unused funds at the end of FY 2024 will revert to Free Cash.*

**ARTICLE 22: STABILIZATION FUND**

To see if the Town will vote to transfer \$1,063,073 from Free Cash or such other sum or sums of money, with \$303,073 to be credited to the Stabilization Fund under the provisions of Chapter 40, Section 5B of the General Laws, and \$750,000 to be credited to the Capital Stabilization Fund per the Town's Financial Policies; or take any action thereon or in relation thereto.

Sponsor: Select Board

Finance Committee: Recommends Simple Majority Vote Required

*Explanatory Note: This Article transfers \$303,073 from Free Cash into the Town's Stabilization Fund of which \$300,000 is for the purposes of covering the future Year 4 costs of the SAFER Grant for the four firefighter positions; and transfers \$750,000 into the Town's Capital Stabilization Fund for a total transfer of \$1,063,073. Stabilization and Capital Stabilization funds can be used for any lawful purposes subject to Town Meeting approval.*

**ARTICLE 23: TRANSFER OF UNEXPENDED BOND PROCEEDS FOR DPW GATE REPLACEMENT PROJECT**

To see if the Town will vote to transfer the following amounts that were previously appropriated and raised by borrowing under the following votes of the Town as such amounts are no longer needed to complete the projects for which they were initially borrowed, to pay the additional costs of the replacement gate for the DPW yard at the end of Brook Street:

<b>Amount to be Transferred</b>	<b>Warrant Article</b>	<b>Meeting Date</b>	<b>Original Purpose</b>
\$10,348.72	Article 20	May 9, 2016	DPW Operations Center

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

Or take any action thereon or in relation thereto.

Select Board:

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the transfer of the unexpended bond proceeds in the amount of \$10,348.72 from the completed project of the DPW Operations Center to pay the additional costs of the replacement gate for the DPW yard at the end of Brook Street.*

#### **ARTICLE 24: TRANSFER OF UNEXPENDED BOND PROCEEDS FOR MAIN AND CENTRAL AVENUE PUMPING STATION VALVES AND PIPING PROJECT**

To see if the Town will vote to transfer the following amounts that were previously appropriated and raised by borrowing under the following votes of the Town as such amounts are no longer needed to complete the projects for which they were initially borrowed, to pay the additional costs of the Central Ave Pumping Station valves and piping project:

<b><u>Amount to be Transferred</u></b>	<b><u>Warrant Article</u></b>	<b><u>Meeting Date</u></b>	<b><u>Original Purpose</u></b>
\$85,943.41	Article 11	June 15, 2020	Groton Shirley Rd. Low Pressure Sewer

Or take any action thereon or in relation thereto.

Select Board:

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the transfer of unexpended bond proceeds in the amount of \$85,943.41 from the completed Groton Shirley Road sewer project to pay for the additional costs of the Main and Central Avenue Pumping Station valves and piping project.*

#### **ARTICLE 25: TRANSFER OF UNEXPENDED BOND PROCEEDS FOR NEW WELL SOURCE APPROVAL PROJECT**

To see if the Town will vote to transfer the following amounts that were previously appropriated and raised by borrowing under the following votes of the Town as such amounts are no longer needed to complete the projects for which they were initially borrowed, to pay the additional costs of the new well source approval project:

<b><u>Amount to be Transferred</u></b>	<b><u>Warrant Article</u></b>	<b><u>Meeting Date</u></b>	<b><u>Original Purpose</u></b>
\$61,201.15	Article 11	June 15, 2020	Groton Shirley Rd. Water Main Loop

Or take any action thereon or in relation thereto.

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*

Select Board:

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the transfer of unexpended bond proceeds in the amount of \$61,201.15 for the completed Groton Shirley Road water main loop project to pay for the additional costs of the New Well Source Approval project.*

**ARTICLE 26: TRANSFER OF UNEXPENDED APPROPRIATION FOR STORMWATER ASSET/MASTER PLAN GRANT MATCH TO CAPITAL STABILIZATION FUND**

To see if the Town will vote to transfer the following amounts that were previously appropriated and raised from the Capital Stabilization Fund back into the Capital Stabilization Fund under the following vote of the Town as such amounts are no longer needed to complete the project for which there were initially borrowed:

<b><u>Amount to be Transferred</u></b>	<b><u>Warrant Article</u></b>	<b><u>Meeting Date</u></b>	<b><u>Original Purpose</u></b>
\$1,250.00	Article 12	April 26, 2021	Stormwater Asset Plan – Grant Match

Or take any action thereon or in relation thereto.

Select Board:

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the transfer of the unexpended appropriation of \$1,250 from the completed Stormwater Asset Plan – grant match, into the Capital Stabilization Fund.*

**Article 27: RESCIND OF PRIOR BORROW AUTHORIZATIONS**

To see if the Town will vote to rescind the following amounts that have been authorized to be borrowed by votes at previous Town Meetings as listed herein, which are no longer needed for the purposes for which they were initially approved:

<b><u>Unissued Amount</u></b>	<b><u>Date of Approval</u></b>	<b><u>Warrant Article</u></b>	<b><u>Original Purpose</u></b>
\$2,229	5/14/12	19	DPW Dump Truck w/ Plow & Spreader
\$5,266	5/14/12	19	Fire Department Service Truck
\$4,905	5/14/12	19	Police Station Security Entrance System Replacement
\$4,425	5/14/12	19	Water - 1-Ton Cab & Chassis Utility Vehicle
\$35,656	5/14/12	19	Sewer - #3 RAS Pump & Controls Replacement
\$2,958	5/14/12	19	Sewer - Hydro-Jetter
\$1,642	5/14/12	19	Solid Waste - 1-Ton Dump Truck w/ Plow

For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)

\$11,462	5/14/12	20	Street Signs
\$1,186	5/13/13	18	Fire Chief Vehicle
\$4,072	5/13/13	18	Police Administration Vehicle
\$150	5/13/13	18	DPW Asphalt/Recycling Mixer
\$1,950	5/13/13	18	Parks Departmental Equipment (Tractor)
\$5,100	5/12/14	20	Fire/Ambulance Cardiac Monitor
\$115,000	5/9/16	20	Police Station Roof

Or take any action thereon or in relation thereto.

Select Board:

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the Town to rescind prior borrow authorizations from prior Town Meetings which are no longer needed for the purposes for which they were initially approved by Town Meeting as contained in the Article.*

**COMMUNITY PRESERVATION ACT ARTICLES**

**ARTICLE 28: COMMUNITY PRESERVATION ACT**

To see if the Town will hear and act on the report of the Community Preservation Committee on the Fiscal Year 2024 Community Preservation Act budget, and appropriate from the estimated FY 2024 Community Preservation Fund revenues:

- A sum of money equal to five percent (5%), and not to exceed \$55,150 to meet the administrative expenses and all other necessary and proper expenses of the Community Preservation Committee for Fiscal Year 2024.

And further, to reserve for future appropriation from the estimated FY 2024 Community Preservation Fund revenues the following sums of money, as recommended by the Community Preservation Committee, for each of the following purposes:

- A sum of money equal to \$110,300 (10%), more or less, for acquisition, creation, and preservation of open space excluding land for recreational use, and
- A sum of money equal to \$110,300 (10%), more or less, for acquisition, preservation, restoration, and rehabilitation of historic resources, and
- A sum of money equal to \$110,300 (10%), more or less, for acquisition, creation and preservation and support of community housing.

And the remainder sum of \$716,950 (70% less administrative expenses) for the Undesignated Fund Balance; or take any action thereon or in relation thereto.

Sponsor: Community Preservation Committee

Select Board:

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: Disbursement required by the Commonwealth of Massachusetts under M.G.L. Chapter 44B for the estimated FY 2024 Community Preservation Fund revenues.*

*For more information, please visit the Town's website: [www.ayer.ma.us/townmeeting](http://www.ayer.ma.us/townmeeting)*

**ARTICLE 29: PIRONE PARK PLAYGROUND PROJECT**

To see if the Town will vote to transfer from the Community Preservation Fund (FY 2024) Balance Reserve from the Open Space Category the sum of \$750,000 for the Pirone Park Playground Project, to include design and engineering, demolition, site remediation and construction of a new playground and any incidental and related costs and expenses; or take any action thereon or in relation thereto.

Sponsor: Community Preservation Committee

Select Board:

Finance Committee: Recommends

Simple Majority Vote Required

*Explanatory Note: This Article would fund \$750,000 for the Pirone Park Playground Project which includes the Construction of the new "Kiddie Junction Playground" area.*

**ARTICLE 30: AUTHORIZATION TO INITIATIVE A MUNICIPAL AGGREGATION PROGRAM**

To see if the Town will vote to initiate a municipal aggregation program to aggregate the electrical load of interested consumers within the boundaries of the Town pursuant to M.G.L. c. 164, § 134, or any other enabling legislation; and authorize the Select Board to (i) enter into one or more agreements with one or more consultants to assist the Town with the development, implementation and administration of such aggregation program for a term of up to or more than 20 years, (ii) enter into one or more agreements with one or more electricity suppliers for terms of up to or more than 20 years for the purchase of electricity for the aggregation program, and (iii) take any actions and execute any other documents and ancillary agreements necessary, convenient, or appropriate to accomplish the foregoing and to implement and administer the aggregation program and consultant/electricity supply agreements, which agreements and documents shall be on such terms and conditions and for such consideration as the Select Board deems in the best interests of the Town; or take any action thereon or in relation thereto.

Sponsor: Select Board

Simple Majority Vote Required

*Explanatory Note: This Article would authorize the Town to initiate a municipal aggregation program for Ayer Residents to opt-in to purchase electricity from the aggregation program at an anticipated savings for Ayer Residents. Approval of this Article by Town Meeting is the first step in the process, more public information to be forthcoming as the process commences. Brief presentation at Town Meeting.*

A True Copy Attest: \_\_\_\_\_

**Date: April \_\_, 2023**

**Susan E. Copeland  
Town Clerk**

As directed in the foregoing warrant, I have this day posted three attested copies in three public places, one of which was the Town Hall at least seven (7) days before said meeting, all as herein directed.

\_\_\_\_\_  
**Constable**

**Date: April \_\_, 2023**

**FISCAL 2024 OMNIBUS BUDGET FINAL 03/23/2023**

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
MODERATOR	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01114-51100	MODERATOR, STIPEND	530.00	541.00	0.00	0.00	563.00	574.00	11.00	1.95%
01114-57000	OTHER CHARGES				0.00	100.00	100.00	0.00	0.00%
<b>TOTAL</b>	<b>MODERATOR</b>	<b>530.00</b>	<b>541.00</b>	<b>0.00</b>	<b>0.00</b>	<b>663.00</b>	<b>674.00</b>	<b>11.00</b>	<b>1.66%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
SELECT BOARD	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01122-51000	SALARY	241117.98	252272.18	259346.37	100640.16	275896.00	296913.02	21017.02	7.62%
01122-51100	WAGES	7510.39	11363.49	9082.04	3273.35	60356.00	61563.12	1207.12	2.00%
01122-52000	SERVICES	1373.24	1235.76	1019.72	331.92	1250.00	1250.00	0.00	0.00%
01222-54000	SUPPLIES	567.05	617.43	689.34	96.02	1000.00	1000.00	0.00	0.00%
01122-57000	OTHER CHARGES & EXPENSES	2452.16	3219.94	2729.84	2578.00	3500.00	3500.00	0.00	0.00%
01122-58000	CAPITAL	0.00	0.00	2250.00	0.00	0.00	0.00	0.00	0.00%
<b>TOTAL</b>	<b>SELECT BOARD</b>	<b>253020.82</b>	<b>268708.80</b>	<b>275117.31</b>	<b>106919.45</b>	<b>342002.00</b>	<b>364226.14</b>	<b>22224.14</b>	<b>6.50%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
BENEFITS AND PAYROLL ADMINISTRATION	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01126	BENEFITS & PAYROLL MANAGER								
01126-51000	BENEFITS & P/R - SALARY	69028.88	71767.96	71348.92	27267.76	73273.00	72456.35	(816.65)	-1.11%
01126-51100	BENEFITS & PAYROLL WAGES	0.00	0.00	0.00	0.00	8243.00	8823.36	580.36	7.04%
01126-52000	BENEFITS & P/R- SERVICES	2060.14	4792.77	2023.00	566.00	4800.00	5280.00	480.00	10.00%
01126-54000	BENEFITS & P/R-SUPPLIES	159.25	243.23	219.86	185.76	1450.00	1595.00	145.00	10.00%
01126-57000	BENEFITS & P/R- EXPENSES	622.27	232.50	1575.85	0.00	1800.00	1980.00	180.00	10.00%
<b>TOTAL</b>	<b>BENEFITS &amp; PAYROLL MANAG</b>	<b>71870.54</b>	<b>77036.46</b>	<b>75167.63</b>	<b>28019.52</b>	<b>89566.00</b>	<b>90134.71</b>	<b>568.71</b>	<b>0.63%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
RESERVE FUND	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01132-57000	RESERVE FUND APPROP	9300.00	44500.00	81201.00	0.00	300000.00	175000.00	(125000.00)	-41.67%
<b>TOTAL</b>	<b>RESERVE FUND</b>	<b>9300.00</b>	<b>44500.00</b>	<b>81201.00</b>	<b>0.00</b>	<b>300000.00</b>	<b>175000.00</b>	<b>(125000.00)</b>	<b>-41.67%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
TOWN ACCOUNTANT	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01135	TOWN ACCOUNTANT								
01135-51000	ACCOUNTANT -SALARY	5392.41	11233.25	24960.95	44922.33	112397.00	93664.43	(18732.57)	-16.67% <i>*re-organization to treasurer's budget</i>
01135-51100	ACCOUNTANT - WAGES	165889.10	171688.04	156769.63	24110.89	72056.00	63548.80	(8507.20)	-11.81% <i>*Position open - budget step 3</i>
01135-52000	ACCOUNTANT- SERVICES	18200.88	31250.00	22000.00	0.00	32000.00	34000.00	2000.00	6.25% <i>*increase for anticipated single audit</i>
01135-53000	PROFESSIONAL SERVICES	8625.00	3706.50	12425.00	3500.00	0.00	3675.00	3675.00	100.00%
01135-54000	ACCOUNTANT - SUPPLIES	402.50	647.26	639.01	534.50	1000.00	1000.00	0.00	0.00%
01335-57000	ACCOUNTANT - EXPENSES	699.95	850.27	1379.85	1515.00	1500.00	2560.00	1060.00	70.67% <i>*increase for annual education and training needs</i>
<b>TOTAL</b>	<b>TOWN ACCOUNTANT</b>	<b>199209.84</b>	<b>219375.32</b>	<b>218174.44</b>	<b>74582.72</b>	<b>218953.00</b>	<b>198448.23</b>	<b>(20504.77)</b>	<b>-9.36%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
FINANCIAL COMPUTER SUPPORT	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01136	FINANCIAL COMPUTER SUPPORT								
01136-51000	COMPUTER SUPPORT STIPEND	5278.00	5487.62	4877.87	0.00	5598.00	3000.00	(2598.00)	-46.41% <i>*reorganization to Treasurer budget</i>
01136-52000	COMPUTER SUPPORT - SERVICES	40277.39	40623.56	45431.50	23389.36	43844.00	47000.00	3156.00	7.20% <i>*Required upgrade of financial software and training</i>
01136-54000	COMPUTER SUPPORT - SUPPLIES	681.92	0.00	2411.09	0.00	500.00	950.00	450.00	90.00% <i>*Transfer of toner and forms formerly in IT budget</i>
01136-57000	COMPUTER SUPPORT - EXPENSES	56.39	0.00	0.00	0.00	2000.00	2000.00	0.00	0.00%
<b>TOTAL</b>	<b>FINANCIAL COMPUTER SUPPORT</b>	<b>46293.70</b>	<b>46111.18</b>	<b>52720.46</b>	<b>23389.36</b>	<b>51942.00</b>	<b>52950.00</b>	<b>1008.00</b>	<b>1.94%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
BOARD OF ASSESSORS	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01141	BOARD OF ASSESSORS								
01141-51000	ASSESSORS - SALARY	107628.61	109906.75	89578.06	40383.01	87566.00	97750.61	10184.61	11.63%
01141-51100	ASSESSORS-WAGES	58044.67	62517.44	62906.24	24944.56	66102.00	70649.74	4547.74	6.88%
01141-52000	ASSESSORS - SERVICES	13559.36	13201.74	43261.94	25160.00	40150.00	35000.00	(5150.00)	-12.83%
01141-54000	ASSESSORS - SUPPLIES	339.37	451.56	402.85	704.69	1091.00	1500.00	409.00	37.49% <i>* increase toner due to expense transferred from IT</i>
01141-57000	ASSESSORS - EXPENSES	5860.00	6588.67	7911.49	1168.00	11025.00	12112.00	1087.00	9.86%
<b>TOTAL</b>	<b>BOARD OF ASSESSORS</b>	<b>185432.01</b>	<b>192666.16</b>	<b>204060.58</b>	<b>92360.26</b>	<b>205934.00</b>	<b>217012.35</b>	<b>11078.35</b>	<b>5.38%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
TREASURER/TAX COLLECTOR	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01145	TOWN TREASURER								
01145-51000	TREASURER - SALARY	(589.34)	2199.19	11838.72	32825.52	90573.00	119266.11	28693.11	31.68% <i>*reorganization from Accountant budget</i>
01145-51100	TREASURER - WAGES	148377.07	160681.15	157795.43	35438.94	97152.00	103074.34	5922.34	6.10%

01145-52000	TREASURER - SERVICES	12747.14	11634.39	11264.16	1973.23	14000.00	10000.00	(4000.00)	-28.57%	*decrease 2000 over all
01145-54000	TREASURER - SUPPLIES	2302.72	2717.99	2337.03	511.79	3000.00	4000.00	1000.00	33.33%	
01145-57000	TREASURER - EXPENSES	877.93	6648.70	3349.47	1845.00	3500.00	4500.00	1000.00	28.57%	
TOTAL	TOWN TREASURER	163715.52	183881.42	186584.81	72594.48	208225.00	240840.45	32615.45	15.66%	

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01147	FINANCE COMMITTEE								
01147-57000	EXPENSES	280.00	180.00	180.00	184.00	500.00	500.00	0.00	0.00%
TOTAL	FINANCE COMMITTEE	280.00	180.00	180.00	184.00	500.00	500.00	0.00	0.00%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01148	PARKING TICKETS								
01148-52000	SERVICES	1347.71	688.83	607.55	70.00	1250.00	1250.00	0.00	0.00%
TOTAL	PARKING TICKETS	1347.71	688.83	607.55	70.00	1250.00	1250.00	0.00	0.00%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01151	TOWN COUNSEL								
01151-53090	LEGAL SERVICES	58335.89	51196.92	59669.83	12258.15	80000.00	75000.00	(5000.00)	-6.25%
TOTAL	TOWN COUNSEL	58335.89	51196.92	59669.83	12258.15	80000.00	75000.00	(5000.00)	-6.25%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)	
01154	MANAGEMENT SUPPORT									
01154-51100	MGMT SUPPORT - WAGES	0.00	0.00	3776.26	16308.46	105820.00	75820.00	(30000.00)	-28.35%	*decreased \$30000
01154-51300	MANAGEMENT SUPPORT OVERTIME	1164.36	911.35	799.83	878.01	0.00	0.00	0.00	0.00%	
01154-52000	MGMT SUPPORT - SERVICES	11294.77	18072.02	24385.01	12502.75	28000.00	35000.00	7000.00	25.00%	
01154 54000	MGMT SUPPORT - SUPPLIES	1178.19	1662.50	4013.19	1453.35	1500.00	1500.00	0.00	0.00%	
01154-57000	MGMT SUPPORT - EXPENSES	119.97	708.59	1673.66	15.42	5500.00	5500.00	0.00	0.00%	
TOTAL	MANAGEMENT SUPPORT	65840.49	77611.57	84367.04	31157.99	140820.00	117820.00	(23000.00)	-16.33%	

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01158	TAX TITLE FORECLOSURE								
01158-52000	TAX TITLE FORECLOSURE- SERVICE	12904.33	5530.06	10299.05	8149.65	15000.00	15000.00	0.00	0.00%
TOTAL	TAX TITLE FORECLOSURE	12904.33	5530.06	10299.05	8149.65	15000.00	15000.00	0.00	0.00%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01161	TOWN CLERK								
01161-51000	TOWN CLERK - SALARY	(1106.48)	2164.00	11933.77	26695.27	82187.00	95344.94	13157.94	16.01%
01161-51100	TOWN CLERK -WAGES	126329.80	131576.72	124672.69	20078.11	48277.00	52982.12	4705.12	9.75%
01161-51300	TOWN CLERK OVERTIME	0.00	395.39	0.00	186.59	0.00	0.00	0.00	0.00%
01161-52000	TOWN CLERK - SERVICES	0.00	611.24	726.74	165.96	2000.00	2000.00	0.00	0.00%
01161-54000	TOWN CLERK - SUPPLIES	751.49	495.90	972.94	779.33	2800.00	2500.00	(300.00)	-10.71%
01161-57000	TOWN CLERK - EXPENSES	255.00	385.00	2491.14	141.25	3000.00	3000.00	0.00	0.00%
TOTAL	TOWN CLERK	126229.81	135628.25	140797.28	48046.51	138264.00	155827.06	17563.06	12.70%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
01162	ELECTIONS & REGISTRATIONS								
01162-51000	ELECTIONS & REGISTRARS	847.00	1153.00	500.00	0.00	0.00	0.00	0.00	0.00%
01162-51100	ELECTIONS - WAGES	9453.80	10228.21	2718.60	8782.70	12296.00	10000.00	(2296.00)	-18.67%
01162-51300	ELECTIONS OVERTIME	0.00	228.91	0.00	897.96	0.00	0.00	0.00	0.00%
01162-52000	ELECTIONS - SERVICES	5837.62	7618.82	6022.80	3206.50	10500.00	8000.00	(2500.00)	-23.81%
01162-54000	ELECTION - SUPPLIES	2507.16	3053.14	1110.90	2703.78	3500.00	3500.00	0.00	0.00%
01162-57000	ELECTIONS - EXPENSES	164.71	769.16	0.00	0.00	500.00	1000.00	500.00	100.00%
TOTAL	ELECTIONS & REGISTRATION	18810.29	23051.24	10352.30	15590.94	26796.00	22500.00	(4296.00)	-16.03%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)	
01164	POSTAGE									
01164-53000	TOWN HALL POSTAGE FUND POSTAGE	17925.61	19811.75	20997.31	12013.87	23100.00	30000.00	6900.00	29.87%	Estimated postage increase effective January 2023
TOTAL	TOWN HALL POSTAGE FUND	17925.61	19811.75	20997.31	12013.87	23100.00	30000.00	6900.00	29.87%	

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)	
01166	INFORMATION TECHNOLOGY									
01166-51000	INFO TECH - SALARY	(359.92)	1894.21	14298.87	25455.73	102608.00	89888.40	(12719.60)	-12.40%	*position open, budgeted for step 5



01166-51100	INFO TECH - WAGES	94229.17	103615.46	80957.19	2478.50	8200.00	8640.00	440.00	5.37%	*minimum wage increased to \$15.00
01166-52000	INFO TECH - SERVICES	46879.16	60964.29	74236.02	46373.20	54045.00	59045.00	5000.00	9.25%	*additional cyber security requirements
01166-54000	INFO TECH - SUPPLIES	4470.00	4540.33	3785.00	4082.26	5050.00	5500.00	450.00	8.91%	
01166-57000	INFO TECH - EXPENSES	911.86	444.65	1055.94	3330.51	18000.00	20000.00	2000.00	11.11%	
01166-58000	INFO TECH CAPITAL	7814.25	19159.24	10982.90	0.00	0.00	0.00	0.00	0.00%	
<b>TOTAL</b>	<b>INFORMATION TECHNOLOGY</b>	<b>153944.52</b>	<b>190618.18</b>	<b>185315.92</b>	<b>81720.20</b>	<b>187903.00</b>	<b>183073.40</b>	<b>(4829.60)</b>	<b>-2.57%</b>	

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
CONSERVATION	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01171	CONSERVATION COMMISSION								
01171-51000	CONSERVATION - SALARY	56697.86	61570.75	41691.14	22619.90	59445.00	68548.12	9103.12	15.31%
01171-52000	CONSERVATION - SERVICES	919.13	1579.13	6604.57	165.96	13050.00	10500.00	(2550.00)	-19.54%
01171-54000	CONSERVATION - SUPPLIES	303.39	231.20	1474.11	184.84	1450.00	1200.00	(250.00)	-17.24%
01171-57000	CONSERVATION - EXPENSES	2403.13	879.13	1590.99	1595.54	2625.00	2400.00	(225.00)	-8.57%
<b>TOTAL</b>	<b>CONSERVATION COMMISSION</b>	<b>60104.07</b>	<b>64891.41</b>	<b>58054.25</b>	<b>24566.24</b>	<b>76570.00</b>	<b>82648.12</b>	<b>6078.12</b>	<b>7.94%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
TOWN PLANNER	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01175	TOWN PLANNER								
01175-51000	TOWN PLANNER SALARY	82721.68	86790.69	86347.72	33324.98	94920.00	89888.40	(5031.60)	-5.30%
01175-54000	SUPPLIES	0.00	0.00	0.00	200.61	0.00	0.00	0.00	0.00%
01175-54200	OFFICE SUPPLIES	617.88	644.12	839.03	165.96	450.00	450.00	0.00	0.00%
01175-55801	PUBLIC HEARINGS EXPENSE	10.11	210.31	576.06	0.00	150.00	150.00	0.00	0.00%
01175-57000	OTHER CHARGES & EXPENSES	3433.92	454.36	3817.23	780.46	1900.00	1900.00	0.00	0.00%
<b>TOTAL</b>	<b>TOWN PLANNER</b>	<b>86783.59</b>	<b>88099.48</b>	<b>91580.04</b>	<b>34472.01</b>	<b>97420.00</b>	<b>92388.40</b>	<b>(5031.60)</b>	<b>-5.16%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
URBAN DEVELOPMENT	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01181	URBAN DEVELOPMENT								
01181-56600	REGIONAL PLANNING ASSESS.	2510.52	2573.28	2637.62	2888.60	2888.60	2960.82	72.22	2.50%
<b>TOTAL</b>	<b>URBAN DEVELOPMENT</b>	<b>2510.52</b>	<b>2573.28</b>	<b>2637.62</b>	<b>2888.60</b>	<b>2888.60</b>	<b>2960.82</b>	<b>72.22</b>	<b>2.50%</b>

	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
<b>COMMUNITY &amp; ECONOMIC DEV</b>	<b>COMMUNITY &amp; ECONOMIC DEV</b>								
01188	COMMUNITY & ECONOMIC DEV								
01188-51000	PLAN & DEVELOP - SALARIES	38680.32	39982.26	42495.90	16079.95	44344.00	46373.32	2029.32	4.58%
01188-51100	PLAN & DEVELOP - WAGES	(148.20)	555.24	0.00	12243.98	37085.00	39871.96	2786.96	7.52%
01188-52000	PLAN & DEVELOP - SERVICES	0.00	28.24	0.00	0.00	200.00	200.00	0.00	0.00%
01188-54000	PLAN & DEVELOP - SUPPLIES	0.00	194.30	0.00	0.00	250.00	250.00	0.00	0.00%
<b>TOTAL</b>	<b>COMMUNITY &amp; ECONOMIC DEV</b>	<b>38532.12</b>	<b>40760.04</b>	<b>42495.90</b>	<b>28323.93</b>	<b>81879.00</b>	<b>86695.28</b>	<b>4816.28</b>	<b>5.88%</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)	
FACILITIES PUBLIC BUILDING &PROP MAIN	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST			
01192	PUBLIC BLDGS & PROP MAINT									
01192 51000	FACILITIES- SALARY	71420.40	76933.20	88458.84	32632.66	90333.00	94444.42	4111.42	4.55%	
01192 51100	FACILITIES - WAGES	40043.52	22681.46	7030.96	15742.97	44284.00	47167.92	2883.92	6.51%	
01192 51300	FACILITIES OVERTIME	7175.18	18891.49	16214.56	124.40	0.00	1000.00	1000.00	100.00%	
01192 52000	FACILITIES - SERVICES	72319.52	106989.72	106950.91	17960.64	57500.00	49500.00	(8000.00)	-13.91%	
01192 52010	SERVICES-OTHER TOWN BUILDINGS	0.00	0.00	0.00	1419.00	0.00	20000.00	20000.00	100.00%	*Reclassification of GL numbers
01192 52021	FACILITIES SERVICES - APD	0.00	0.00	0.00	669.32	0.00	20600.00	20600.00	100.00%	
01192 52022	FACILITIES SERVICES - AFD	0.00	0.00	0.00	1063.54	0.00	28000.00	28000.00	100.00%	
01192 52100	FACILITIES - UTILITIES	78731.69	90017.19	93319.57	19894.89	141400.00	35500.00	(105900.00)	-74.89%	
01192 52121	FACILITIES UTILITIES - APD	0.00	0.00	0.00	886.82	0.00	36000.00	36000.00	100.00%	
01192 52122	FACILITIES UTILITIES - AFD	0.00	0.00	0.00	2926.87	0.00	35600.00	35600.00	100.00%	
01192 52200	FACILITIES GROUNDSKEEPING	0.00	0.00	1189.72	1917.27	7000.00	4000.00	(3000.00)	-42.86%	
01192 52221	FACILITIES GROUNDSKEEPING- APD	0.00	0.00	0.00	51.45	0.00	2500.00	2500.00	100.00%	
01192 52222	FACILITIES GROUNDSKEEPING- AFD	0.00	0.00	0.00	60.90	0.00	500.00	500.00	100.00%	
01192 52400	FACILITIES REP & MAINTENANCE	13504.06	9483.76	14937.90	7269.03	15800.00	12208.00	(3592.00)	-22.73%	
01192 52421	FACILITIES MAINTENANCE - APD	0.00	0.00	0.00	352.00	0.00	10104.00	10104.00	100.00%	
01192 52422	FACILITIES MAINTENANCE - AFD	0.00	0.00	0.00	11260.00	0.00	10858.00	10858.00	100.00%	
01192 54000	FACILITIES - SUPPLIES	24631.98	34394.26	35454.78	12915.52	26400.00	18200.00	(8200.00)	-31.06%	
01192 54021	FACILITIES SUPPLIES - APD	0.00	0.00	0.00	201.77	0.00	11500.00	11500.00	100.00%	
01192 54022	FACILITIES SUPPLIES - AFD	0.00	0.00	0.00	2396.75	0.00	6200.00	6200.00	100.00%	
01192 54100	CLOTHING SUPPLIES	0.00	597.82	575.96	40.24	600.00	600.00	0.00	0.00%	
01192 57000	FACILITIES - EXPENSES	2410.15	2841.63	3782.64	2180.34	2902.79	3000.00	97.21	3.35%	
01192 58000	FACILITIES CAPITAL	16989.21	0.00	0.00	0.00	(102.79)	0.00	102.79	-100.00%	
<b>TOTAL</b>	<b>PUBLIC BLDGS &amp; PROP MAIN</b>	<b>327225.71</b>	<b>362830.53</b>	<b>367915.84</b>	<b>131966.38</b>	<b>386117.00</b>	<b>447482.34</b>	<b>61365.34</b>	<b>15.89%</b>	<b>*increased energy costs</b>

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
GENERAL INSURANCE	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01193	GENERAL INSURANCE								
01193-57400	WORKERS COMPENSATION INS	54533.00	56616.00	54397.00	56838.60	71500.00	74360.00	2860.00	4.00% *decreased \$9000
01193-57410	FIRE/POLICE ACC LIAB INS	43247.00	58970.94	57672.30	64507.46	53900.00	64290.00	10390.00	19.28%
01193-57430	FIRE, CASUALTY & LIAB INS	120859.68	129979.00	153647.36	163914.15	168300.00	175032.00	6732.00	4.00% *decreased \$10000
TOTAL	GENERAL INSURANCE	218639.68	245565.94	265716.66	285260.21	293700.00	313682.00	19982.00	6.80%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
POLICE DEPARTMENT	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01210	POLICE DEPARTMENT								
01210 51000	POLICE DEPT-SALARIES	0.00	0.00	37520.92	102550.54	297127.00	303465.55	6338.55	2.13%
01210 51100	POLICE DEPT-WAGES	2028904.32	2239258.90	2169735.12	559045.81	1793643.00	1976202.10	182559.10	10.18%
01210 51300	POLICE DEPT-OVERTIME	128475.55	233485.34	233102.58	97177.10	352808.00	302808.00	(50000.00)	-14.17%
01210 52000	POLICE - SERVICES	114850.27	117377.07	138343.47	56761.80	120502.00	123580.99	3078.99	2.56%
01210 52100	POLICE UTILITY SERVICES	0.00	0.00	434.39	1051.27	2510.00	7900.00	5390.00	214.74%
01210 54000	POLICE - SUPPLIES	32883.19	67140.00	63679.65	71289.69	30900.00	27300.00	(3600.00)	-11.65%
01210 54100	POLICE - CLOTHING ALLOWANCE	23368.14	23030.47	20895.32	8791.47	27350.00	34075.00	6725.00	24.59%
01210 57000	POLICE -EXPENSE	30890.20	26170.79	46247.97	16364.64	75331.00	79552.00	4221.00	5.60%
01210 58000	POLICE CAPITAL	56062.32	50321.62	53734.22	96389.24	61100.00	72715.00	11615.00	19.01%
TOTAL	POLICE DEPARTMENT	2415433.99	2756784.19	2763693.64	1009421.56	\$ 2,761,271.00	\$ 2,927,598.64	166327.64	6.02%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
FIRE DEPARTMENT	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01220	FIRE DEPARTMENT								
1220-51000	FIRE - SALARY	52302.22	54920.88	81480.15	97608.89	265394.00	299041.43	33647.43	12.68%
1220-51100	FIRE DEPT WAGES	1340826.47	1451100.76	1487049.76	457985.81	1309568.00	1335454.64	25886.64	1.98% *decreased for education \$7,300
1220-51300	FIRE DEPT-OVERTIME	273242.26	278944.05	244114.11	149246.13	464498.00	500960.55	36462.55	7.85% *decreased \$20,000
1220-52000	SERVICES	37725.72	40244.31	56297.89	14677.73	52775.00	56055.61	3280.61	6.22%
1220-53020	OSHA SERVICES	0.00	0.00	0.00	2002.14	12173.00	12173.00	0.00	0.00%
1220-54000	SUPPLIES	34544.67	50135.39	82232.33	19511.32	49439.00	46664.00	(2775.00)	-5.61%
1220-57000	OTHER CHARGES & EXPENSES	9374.27	11731.89	18670.29	7543.85	33585.00	34135.35	550.35	1.64%
1220-58000	CAPITAL	13462.54	15009.60	2647.96	1004.00	5000.00	5000.00	0.00	0.00%
TOTAL	FIRE DEPARTMENT	1761478.15	1902086.88	1972492.49	749579.87	2192432.00	2289484.58	97052.58	4.43%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
DISPATCHERS	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01231	DISPATCHERS								
01231 51000	REGION DISPATCH-SALARY	0.00	0.00	2556.30	38601.18	94879.00	99078.44	4199.44	4.43%
01231 51100	REGION DISPATCHERS - WAGES	194382.77	18741.49	72655.36	214360.60	360684.00	345776.19	(14907.81)	-4.13%
01231 51300	DISPATCHER - OVERTIME	0.00	0.00	9688.31	37874.04	61000.00	61000.00	0.00	0.00%
01231 52000	REGIONAL DISPATCH-SERVICES	0.00	0.00	0.00	20.00	15000.00	22162.50	7162.50	47.75%
01231 54000	REGIONAL DISPATCH - SUPPLIES	0.00	337.02	0.00	79.74	1000.00	1000.00	0.00	0.00%
01231 54100	DISPATCHER - CLOTHING ALLOWANCE	969.25	920.99	1691.92	1465.00	4700.00	5400.00	700.00	14.89%
01231 57000	REGIONAL DISPATCH-EXPENSES	0.00	0.00	440.02	841.51	1169.00	13369.00	12200.00	1043.63%
TOTAL	DISPATCHERS	195352.02	19999.50	87031.91	293242.07	538432.00	547786.13	9354.13	1.74%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
BUILDING INSPECTION	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01241	BUILDING								
01241-51000	BUILDING INSPECTOR-SALARIES	(342.00)	1279.00	13641.00	37523.00	103592.00	108287.12	4695.12	4.53%
01241-51100	BUILDING INSPECTOR- WAGES	89137.49	94457.00	87248.00	4200.00	31200.00	68966.64	37766.64	121.05%
01241-51300	BUILDING INSPECTOR-OVERTIME	0.00	0.00	342.00	580.00	0.00	0.00	0.00	0.00%
01241-52000	BUILDING INSPECTION-SERVICES	3601.49	1468.00	1207.00	203.00	1000.00	1000.00	0.00	0.00%
01241-54000	BUILDING INSPECTION - SUPPLIES	4689.00	5079.00	4807.00	894.00	1000.00	1000.00	0.00	0.00%
01241-54100	WEIGHTS AND MEASURES	0.00	0.00	0.00	1332.00	6500.00	6500.00	0.00	0.00%
01241-57000	BUILDING INSPECITON-EXPENSES	2005.00	1193.00	2010.00	3332.00	4000.00	5000.00	1000.00	25.00%
TOTAL	BUILDING INSPECTION	99090.98	103476.00	109255.00	48064.00	147292.00	190753.76	43461.76	29.51%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
BARN INSPECTOR	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01247	BARN								
01247-51100	BARN INSPECTOR STIPEND	2600.00	2600.00	2600.00	0.00	2652.00	2705.00	53.00	2.00%
TOTAL	BARN INSPECTOR	2600.00	2600.00	2600.00	0.00	2652.00	2705.00	53.00	2.00%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
EMERGENCY SERVICES	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01291-51100	EMERGENCY MGMT STIPEND	12505.00	12756.00	12382.39	13140.00	13140.00	16650.46	3510.46	26.72%
01291-52000	SERVICES	7000.00	7000.00	7000.00	7000.00	7000.00	7400.00	400.00	5.71%
01291-54000	SUPPLIES	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	0.00	0.00%
01291-57000	OTHER CHARGES & EXPENSES	100.00	100.00	100.00	100.00	100.00	100.00	0.00	0.00%
TOTAL	EMERGENCY SERVICES	22605.00	22856.00	22482.39	23240.00	23240.00	27150.46	3910.46	16.83%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
ANIMAL CONTROL OFFICER	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01292	ANIMAL CONTROL OFFICER								
01292 51100	ANIMAL CONTROL - WAGES	13316.16	14169.00	14549.06	5482.90	15178.00	16473.60	1295.60	8.54%
01292 52000	ANIMAL CONTROL - SERVICES	175.00	226.50	924.43	176.00	908.00	908.00	0.00	0.00%
01292 54000	ANIMAL CONTROL - SUPPLIES	338.70	277.85	140.77	19.99	374.00	374.00	0.00	0.00%
01292 57000	ANIMAL CONTROL - EXPENSES	0.00	0.00	0.00	0.00	200.00	200.00	0.00	0.00%
TOTAL	ANIMAL CONTROL OFFICER	13829.86	14673.35	15614.26	5678.89	16660.00	17955.60	1295.60	7.78%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
TREE WARDEN	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01294	TREE WARDEN								
01294 51100	TREE WARDEN STIPEND	10200.32	10608.24	10641.31	3929.97	10824.00	11040.48	216.48	2.00%
01294 52000	TREE WARDEN - SERVICES	31234.88	15212.80	34421.68	4165.96	50600.00	63000.00	12400.00	24.51%
01294 53100	POLICE DETAILS	1401.84	1908.68	1202.06	0.00	4000.00	4000.00	0.00	0.00%
01294 54000	TREE WARDEN - SUPPLIES	856.63	270.15	243.85	0.00	3000.00	3000.00	0.00	0.00%
01294 57000	TREE WARDEN - EXPENSES	85.00	10085.00	85.00	2500.00	1000.00	1000.00	0.00	0.00%
TOTAL	TREE WARDEN	43778.67	38084.87	46593.90	10595.93	69424.00	82040.48	12616.48	18.17%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
DPW ADMINISTRATION	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01410	DPW-ADMINISTRATION								
01410 51000	DPW ADMIN- SALARY	2415.00	2181.40	31976.65	49119.29	135770.00	234168.16	98398.16	72.47% *Reclassification of GL numbers
01410 51100	DPW ADMIN - WAGES	355047.87	381949.62	296648.34	50469.50	282864.00	223213.41	(59650.59)	-21.09%
01410 51300	DPW ADMIN OVERTIME	118.08	973.57	102.70	0.00	500.00	500.00	0.00	0.00%
01410 52000	DPW ADMIN - SERVICES	27919.95	21740.12	27293.65	8952.84	27000.00	34500.00	7500.00	27.78%
01410 52100	DPW ADMIN - UTILITIES	2360.10	2707.69	6931.53	526.53	15000.00	16500.00	1500.00	10.00%
01410 54000	DPW ADMIN - SUPPLIES	(12365.77)	23485.40	9898.49	2175.57	6500.00	7500.00	1000.00	15.38%
01410 57000	DPW ADMIN - EXPENSES	3468.53	1610.95	13942.95	988.74	5000.00	5000.00	0.00	0.00%
TOTAL	DPW-ADMINISTRATION	378963.76	434648.75	386794.31	112232.47	472634.00	521381.57	48747.57	10.31%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
HIGHWAY - DPW	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01420	DPW-HIGHWAY DEPARTMENT								
01420 51100	HIGHWAY DEPT - WAGES	308986.71	303511.92	300427.58	121371.02	336143.00	341238.96	5095.96	1.52% *Contractual
01420 51300	HIGHWAY DEPT OVERTIME	15272.37	13691.62	13056.24	3611.88	14500.00	14500.00	0.00	0.00%
01420 51900	HWY CLOTHING REIMBURSEMENT	3733.32	3500.00	3974.99	750.00	3500.00	3500.00	0.00	0.00%
01420 52000	HIGHWAY DEPT - SERVICES	20882.44	45011.08	40122.63	11449.75	32000.00	43500.00	11500.00	35.94% *Increased service costs
01420 52100	HIGHWAY UTILITIES	6096.46	8204.73	20629.20	1642.01	2000.00	2000.00	0.00	0.00%
01420 52200	DPW HWY - LINE PAINTING	0.00	0.00	0.00	0.00	14000.00	18000.00	4000.00	28.57%
01420 53100	POLICE DETAILS	6363.66	4431.12	8201.12	237.68	8000.00	8000.00	0.00	0.00%
01420 54000	HIGHWAY DEPT - SUPPLIES	31834.36	12964.13	21972.96	13658.50	37600.00	37600.00	0.00	0.00%
01420 57000	HIGHWAY DEPT - EXPENSES	1069.63	334.85	804.80	324.95	1200.00	1200.00	0.00	0.00%
01420 58000	DPW HWY CAPITAL	17023.21	2203.24	0.00	0.00	0.00	0.00	0.00	0.00%
TOTAL	DPW-HIGHWAY DEPARTMENT	411262.16	393852.69	409189.52	153045.79	448943.00	469538.96	20595.96	4.59%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
STORM WATER	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01421	DPW-STORMWATER MANAGEMENT								
01421 51100	STORM WATER - WAGES	9410.94	6401.52	32808.36	20682.17	0.00	0.00	0.00	0.00%
01421 52000	STORMWATER - SERVICES	31513.37	42618.99	91040.45	6312.15	40500.00	40500.00	0.00	0.00%
01421 52300	STORMWATER CATCH BASIN	0.00	0.00	0.00	0.00	12000.00	15000.00	3000.00	25.00%
01421 53100	STORMWATER POLICE DETAILS	21439.48	3192.46	1354.96	1834.80	5000.00	5000.00	0.00	0.00%
01421 54000	STORMWATER - SUPPLIES	(7725.02)	34279.95	4254.54	1858.23	12500.00	12500.00	0.00	0.00%
01421 58000	STORM DRAIN UPGRADES	100000.00	65438.00	58433.98	0.00	100000.00	100000.00	0.00	0.00%
01421 58100	CULVERT REPLACEMENTS	84300.00	8915.60	88274.00	0.00	100000.00	30000.00	(70000.00)	-70.00%
TOTAL	DPW-STORMWATER MANAGEMENT	238938.77	160846.52	276166.29	30687.35	270000.00	203000.00	(67000.00)	-24.81%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
SNOW REMOVAL	DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01422	SNOW REMOVAL								
01422 51100	SNOW REMOVAL- WAGES	3045.84	2016.66	1398.31	0.00	3000.00	3060.00	60.00	2.00%
01422 51300	SNOW REMOVAL OVERTIME	69830.04	75629.87	69485.48	0.00	77000.00	77000.00	0.00	0.00%
01422 52000	SNOW REMOVAL - SERVICES	33575.89	31485.59	29150.55	0.00	40000.00	40000.00	0.00	0.00%
01422 53100	POLICE DETAILS	808.48	1374.84	876.72	0.00	3000.00	3000.00	0.00	0.00%
01422 54000	SNOW REMOVAL - SUPPLIES	20461.92	35292.26	26552.20	3622.21	38000.00	38000.00	0.00	0.00%
01422 54810	SNOW REMOVAL FUEL	31481.18	23701.60	37072.11	0.00	40000.00	53600.00	13600.00	34.00% *Fuel cost increase
01422 55410	SNOW REMOVAL SALT & SAND	87784.90	85375.21	109150.28	0.00	120000.00	144000.00	24000.00	20.00% *Increased costs
TOTAL	SNOW REMOVAL	246988.25	254876.03	273685.65	3622.21	321000.00	358660.00	37660.00	11.73%

ACCOUNTS FOR:		FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
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STREET LIGHTING		DEPT	ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01424		STREET LIGHTING								
01424 52000		STREET LIGHT REP & MAINTENANCE	21583.00	10442.83	6985.93	17836.26	10000.00	13000.00	3000.00	30.00%
01424 52100		STREET LIGHTS - SERVICES	10967.42	17201.00	6271.87	4551.61	23000.00	23000.00	0.00	0.00%
01424 53100		STREET LIGHTING POLICE DETAILS	0.00	2552.52	437.60	0.00	4000.00	4000.00	0.00	0.00%
01424 54000		STREET LIGHTING - SUPPLIES	0.00	1721.96	4510.00	0.00	5000.00	5000.00	0.00	0.00%
TOTAL		STREET LIGHTING	32550.42	31918.31	18205.40	22387.87	42000.00	45000.00	3000.00	7.14%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
FUEL	DEPT		ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01425	DPW-FUEL									
01425 52000	FUEL - SERVICES		1256.50	1324.55	936.50	769.95	1500.00	1500.00	0.00	0.00%
01425 54000	FUEL - OTHER DEPARTMENTS		34161.01	28401.68	52338.49	(5238.36)	0.00	0.00	0.00	0.00%
01425 54810	FUEL - DPW		0.00	0.00	1725.01	46406.71	53500.00	71690.00	18190.00	34.00%
TOTAL	DPW-FUEL		35417.51	29726.23	55000.00	41938.30	55000.00	73190.00	18190.00	33.07%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
DPW EQUIPMENT	DEPT		ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01429	DPW-EQUIPMENT REPAIR									
01429 51100	EQUIPMENT REPAIR - WAGES		61607.00	56678.80	63688.00	23548.80	64938.00	66456.00	1518.00	2.34%
01429 51300	EQUIPMENT REPAIR OVERTIME		2588.59	1768.02	1693.86	23.42	1900.00	1900.00	0.00	0.00%
01429 51900	EQUIP CLOTHING REIMBURSEMENT		700.00	700.00	900.00	150.00	700.00	700.00	0.00	0.00%
01429 52000	EQUIPMENT REPAIR - SERVICES		4527.89	22834.96	10755.12	3304.55	14200.00	14200.00	0.00	0.00%
01429 54000	EQUIPMENT REPAIR - SUPPLIES		38217.55	22632.28	20430.63	6342.62	35750.00	35750.00	0.00	0.00%
01429 57000	EQUIPMENT REPAIR - EXPENSES		164.95	100.00	100.00	129.90	100.00	100.00	0.00	0.00%
TOTAL	DPW-EQUIPMENT REPAIR		107805.98	104714.06	97567.61	33499.29	117588.00	119106.00	1518.00	1.29%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
CEMETERY	DEPT		ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01491	CEMETERY DEPT									
01491 52000	CEMETERY - SERVICES		3750.00	3950.00	1440.00	0.00	1200.00	1200.00	0.00	0.00%
TOTAL	CEMETERY		3750.00	3950.00	1440.00	0.00	1200.00	1200.00	0.00	0.00%

\*St. Mary's Church

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
CEMETERY	DEPT		ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01495	CEMETERY DEPT									
01495 51100	CEMETERY - WAGES		0.00	0.00	782.86	1017.14	10000.00	10200.00	200.00	2.00%
01495 52000	CEMETERY - SERVICES		0.00	0.00	26360.00	16024.20	28000.00	30500.00	2500.00	8.93%
01495 54000	CEMETERY SUPPLIES		0.00	0.00	799.98	35.63	3000.00	3000.00	0.00	0.00%
TOTAL	CEMETERY		0.00	0.00	27942.84	17076.97	41000.00	43700.00	2700.00	6.59%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
BOARD OF HEALTH	DEPT		ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01512	BOARD OF HEALTH									
01512-52000	SERVICES		164.00	0.00	370.00	208.00	4000.00	4000.00	0.00	0.00%
01512-54000	SUPPLIES		0.00	150.00	1945.00	0.00	2700.00	2700.00	0.00	0.00%
01512-57000	OTHER CHARGES & EXPENSES		150.00	0.00	60.00	0.00	600.00	600.00	0.00	0.00%
TOTAL	BOARD OF HEALTH		314.00	150.00	2375.00	208.00	7300.00	7300.00	0.00	0.00%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
NASHOBA BOARD OF HEALTH	DEPT		ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01513-53505	NASHOBA-NURSING SERVICES		9,228	9,689	10,174	6,062	12,125	13095.00	970.00	8.00%
01513-53055	NASHOBA BOARD OF HEALTH		20,221	21,232	22,294	13,227	26,454	28570.32	2116.32	8.00%
TOTAL	NASHOBA BOARD OF HEALTH		29449.00	30921.40	32467.48	19289.72	38579.00	41665.32	3086.32	8.00%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
SOCIAL WORKER	DEPT		ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01520	SOCIAL WORKER									
01520-51000	SOCIAL WORKER, WAGES		0.00	0.00	0.00	0.00	65000.00	65000.00	0.00	0.00%
01520-52000	SERVICES		0.00	0.00	0.00	0.00	1000.00	1000.00	0.00	0.00%
01520-54000	SUPPLIES		0.00	0.00	0.00	0.00	1500.00	1500.00	0.00	0.00%
TOTAL	SOCIAL WORKER		0.00	0.00	0.00	0.00	67500.00	67500.00	0.00	0.00%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
DISABILITIES COMMISSION	DEPT		ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		
01540	DISABILITIES COMMISSION									
01540 51100	DISABILITIES COMM - WAGES		0.00	0.00	0.00	0.00	2500.00	2500.00	0.00	0.00%
01540 52000	DISABILITIES COMM - SERVICES		265.30	0.00	0.00	0.00	500.00	500.00	0.00	0.00%
TOTAL	DISABILITIES COMMISSION		265.30	0.00	0.00	0.00	3000.00	3000.00	0.00	0.00%

ACCOUNTS FOR:			FY20	FY21	FY22	FY23	ORIGINAL FY23	FY24 BUDGET	\$ INC/(DEC)	% INC/(DEC)
COUNCIL ON AGING	DEPT		ACTUALS	ACTUALS	ACTUALS	AS OF 11/22/2022	BUDGET	DEPT REQUEST		

01541	COUNCIL ON AGING									
01541 51000	COUNCIL ON AGING - SALARIES	140999.84	98657.96	80395.05	25918.88	72808.00	74291.04	1483.04	2.04%	
01541 51100	COUNCIL ON AGING - WAGES	0.00	0.00	0.00	5657.42	71453.00	71513.00	60.00	0.08%	
01541 51300	COA OVERTIME	244.72	199.50	0.00	0.00	0.00	0.00	0.00	0.00%	
01541 52000	COUNCIL ON AGING - SERVICES	15088.41	10649.08	11213.83	9006.10	18100.00	19220.00	1120.00	6.19%	
01541 54000	COUNCIL ON AGING - SUPPLIES	5546.46	2829.12	11275.12	9918.76	43650.00	43650.00	0.00	0.00%	
01541 57000	COUNCIL ON AGING - EXPENSES	4739.56	1815.05	3600.76	2050.68	10600.00	12800.00	2200.00	20.75%	
01541 58000	COA CAPITAL	0.00	0.00	16615.91	0.00	0.00	0.00	0.00	0.00%	
TOTAL	COUNCIL ON AGING	166618.99	114150.71	123100.67	52551.84	216611.00	221474.04	4863.04	2.25%	

\*\$1000 van deductible & \$1200 Sr Center annual license

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
VETERANS AGENT									0.00%
01543-51000	VETERANS AGENT, WAGES	19566.65	19884.00	20383.00	9887.92	20791.00	21206.82	415.82	2.00%
01543-54000	SUPPLIES	300.00	300.00	300.00	0.00	200.00	200.00	0.00	0.00%
TOTAL	VETERANS AGENT	19866.65	20184.00	20683.00	9887.92	20991.00	21406.82	415.82	1.98%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
VETERANS SERVICES									
01547									
01547-53170	VETERANS SERVICES	119527.61	112471.77	110387.10	89935.34	125000.00	100000.00	(25000.00)	-20.00%
TOTAL	VETERANS SERVICES	119527.61	112471.77	110387.10	89935.34	125000.00	100000.00	(25000.00)	-20.00%

\*decrease from draft 3

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
LIBRARY									
01610	LIBRARY DEPARTMENT								
01610 51000	LIBRARY-SALARIES	(1407.54)	5257.38	0.00	26691.42	79900.00	94454.86	14554.86	18.22%
01610 51100	LIBRARY - WAGES	377652.47	384267.83	357082.28	93469.05	343175.00	367954.35	24779.35	7.22%
01610 52000	LIBRARY - SERVICES	92716.41	90466.02	115975.66	39709.50	95403.00	76900.00	(18503.00)	-19.39%
01610 52100	LIBRARY UTILITY SERVICES	0.00	0.00	848.78	3112.24	0.00	20000.00	20000.00	100.00%
01610 54000	LIBRARY - SUPPLIES	144063.68	119804.79	117382.66	8422.56	13000.00	14000.00	1000.00	7.69%
01610 54100	LIBRARY - BOOKS PERIODICALS	0.00	0.00	23111.76	33490.49	124902.00	134714.50	9812.50	7.86%
01610 57000	LIBRARY - EXPENSES	0.00	0.00	0.00	169.20	1000.00	1000.00	0.00	0.00%
TOTAL	LIBRARY DEPARTMENT	615025.02	601170.47	616395.64	205064.46	657380.00	709023.71	51643.71	7.86%

\*Reclassification of GL numbers

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
PARKS AND RECREATION									
01650	PARK DEPARTMENT								
01650 51000	PARKS - SALARIES	38609.31	18184.50	38274.68	29885.90	52228.00	86900.88	34672.88	66.39%
01650 51100	PARKS - WAGES	91405.89	91813.56	100930.60	44857.06	110975.00	83482.00	(27493.00)	-24.77%
01650 51300	PARKS OVERTIME	0.00	0.00	0.00	25.88	0.00	0.00	0.00	0.00%
01650 52000	PARKS - SERVICES	9971.46	12890.40	11593.76	7197.30	12000.00	12000.00	0.00	0.00%
01650 52100	PARKS UTILITY SERVICES	0.00	0.00	367.06	1005.42	4000.00	4000.00	0.00	0.00%
01650 54000	PARKS - SUPPLIES	13550.76	16633.32	17970.70	6052.27	15000.00	15500.00	500.00	3.33%
TOTAL	PARKS DEPARTMENT	153537.42	139521.78	169136.80	89023.83	194203.00	201882.88	7679.88	3.95%

Increases in material costs

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
FOOTBALL									
01652	AYER SHIRLEY FOOTBALL								
01652 52000	AYER SHIRLEY FOOTBALL SERVICE	8000.00	4000.00	4000.00	0.00	4000.00	4000.00	0.00	0.00%
TOTAL	AYER SHIRLEY FOOTBALL	8000.00	4000.00	4000.00	0.00	4000.00	4000.00	0.00	0.00%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
LITTLE LEAGUE									
01653	LITTLE LEAGUE								
01653 52000	LITTLE LEAGUE- SERVICE	4000.00	4000.00	4000.00	0.00	4000.00	4000.00	0.00	0.00%
TOTAL	LITTLE LEAGUE	4000.00	4000.00	4000.00	0.00	4000.00	4000.00	0.00	0.00%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
HISTORICAL COMMISSION									
01691									
01691-52000	SERVICES	0.00	0.00	0.00	0.00	250.00	250.00	0.00	0.00%
01691-57000	OTHER EXPENSES	0.00	277.00	0.00	0.00	500.00	500.00	0.00	0.00%
TOTAL	HISTORICAL COMMISSION	0.00	277.00	0.00	0.00	750.00	750.00	0.00	0.00%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
PUBLIC CELEBRATIONS									
01692-55840	MEMORIAL DAY SUPPLIES	0.00	0.00	0.00	0.00	500.00	500.00	0.00	0.00%
TOTAL	PUBLIC CELEBRATIONS	0.00	0.00	0.00	0.00	500.00	500.00	0.00	0.00%

ACCOUNTS FOR:	DEPT	FY20 ACTUALS	FY21 ACTUALS	FY22 ACTUALS	FY23 AS OF 11/22/2022	ORIGINAL FY23 BUDGET	FY24 BUDGET DEPT REQUEST	\$ INC/(DEC)	% INC/(DEC)
AMERICAN LEGION POST 139									
01695-57000	EXPENSES	600.00	600.00	600.00	0.00	600.00	600.00	0.00	0.00%
TOTAL	AMERICAN LEGION POST 139	600.00	600.00	600.00	0.00	600.00	600.00	0.00	0.00%



Dan Van Schalkwyk, P.E., Director  
Kimberly Abraham, Water and Sewer Superintendent  
Matt Herson, P.E., Town Engineer  
Pam Martin, Business Manager



25 BROOK STREET  
AYER, MASSACHUSETTS 01432  
T: (978) 772-8240  
F: (978) 772-8244

## Memorandum

Date: 3/27/2023  
To: Dan Van Schalkwyk, P.E., Director  
From: Matt Herson, P.E. Town Engineer  
Re: Rectangular Rapid Flashing Beacons

This memorandum outlines the history of rectangular rapid flashing beacons (RRFB's) and my recommended guidance for their use in Ayer per current traffic engineering industry practice.

### History

Federal standards for use of roadway signage, traffic signals, and pavement markings is outlined under the Manual of Uniform Traffic Control Devices (MUTCD), a document issued by the Federal Highway Administration (FHWA). The latest edition of the MUTCD was issued in 2009.

Since the 2009 MUTCD edition was issued, several traffic studies have concluded that RRFB's at uncontrolled crosswalks can substantially improve safety conditions for pedestrians. Interim approval was issued by the Federal Highway Administration (FHWA) in 2018 for the optional use of rectangular rapid flashing beacons (RRFB's) at crosswalks.

### Guidance

As the use of RRFB's is optional and considering that RRFB's are substantially more expensive than standard pedestrian crossing signs (MUTCD sign W 11-2), it is at the Town of Ayer's Department of Public Works (DPW's) engineering judgement as to where RRFB's should be installed.

Per current traffic engineering industry practice, RRFB's should always be considered at the following locations:

- Uncontrolled crosswalks within school zones
- Uncontrolled crosswalks within sections of a roadway where the posted speed limit is at least 35 miles per hour (MPH) and average annual daily traffic (AADT) is at least 9,000 vehicles per day
- Uncontrolled crosswalks within sections of a roadway where the posted speed limit is at least 30 MPH and AADT is at least 15,000 vehicles per day

Exceptions should be considered by DPW for locations not meeting the above criteria, but only after following engineering judgement by DPW or its engineering consultant.

Regards,

*Matthew Herson*

Matt Herson, P.E.  
Town Engineer

March 31, 2023

**William Hewig III**  
whewig@k-plaw.com

BY ELECTRONIC MAIL  
AND FIRST CLASS MAIL

Hon. Jannice L. Livingston  
And Members of the Select Board  
Ayer Town Hall  
1 Main St.  
Ayer, MA 01432

Re: Executive Summary of Proposed Comcast Cable Television Renewal License

Dear Members of the Select Board:

This letter is intended to give you an executive summary of the terms of the final cable television renewal license which is being proposed by Comcast. The proposed license is the product of our recent negotiations with Comcast over the past year.

As a premise to the discussion below, it is important to understand that this Comcast renewal license is substantively similar to most other Comcast renewal licenses granted in recent years, with the exception of the PEG access support funding grants which differ from town to town. Much of the license language is boilerplate language Comcast has employed, and has insisted on employing, for many years. We have accepted that language where it is acceptable to us and have negotiated variations where the town's or subscriber's rights would be unreasonably infringed upon. As noted at the conclusion of this letter, I consider the license version we propose as being legally acceptable for adoption by the Select Board.

(a) Term (Sec. 2.2):

The proposed term is ten (10) years from April 1, 2023, to expire on March 31, 2033. This is the maximum term available for a renewal license under state law (M.G.L. c.166A, §13).

(b) Level Playing Field (Sec. 2.6 (a) – (g)):

Level playing field provisions are standard provisions recognized in contract law and upheld by courts of law. In the cable television licensing context, they typically provide that if the town issues a license to another cable operator, that additional license must contain approximately equivalent economic burdens and benefits. The level playing field provisions proposed by Comcast in this renewal license are lawful, have become standard in the industry and were reviewed and revised by me. As worded in this renewal license, this section is acceptable as to legal form.



Hon. Jannice L. Livingston  
And Members of the Select Board  
March 31, 2023  
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(c) Service Area (Sec. 3.1 (a))

The service area will be all residential dwellings within the town, where the density is at least thirty (25) dwelling units per aerial mile, or sixty (35) dwelling units per underground mile, and for dwelling units that are located within 125 feet of Comcast's Trunk and Distribution System. These numbers have been standard in almost all of Comcast's licenses in recent years.

(d) Protections for the Town and Members of the Public:

(i) Police Powers (sec. 2.5): Any conflicts between the terms of the license and the town's lawful police powers are to be resolved by a mutually agreed-upon mediator or arbitrator, or a competent court of law.

(ii) System Maintenance (Sec. 4.1(b)): The construction, maintenance, operation and repair of the cable system will at all times conform to all applicable state and federal laws, including OSHA, the National Electric Safety Code, and FCC regulations.

(ii) Strand Maps (Sec. 4.5): Comcast will maintain a complete set of plant maps and make them available to the town upon written request.

(iii) Dig Safe (Sec. 4.7): Comcast will comply with all applicable Dig Safe provisions under state law (M.G.L. c.82, sec. 40).

(iv) Indemnification (Sec. 9.1): Comcast will indemnify the town for all claims or suits arising as a result of Comcast's construction, maintenance or operation of the cable system under the authority of its license.

(v) Insurance (Section 9.2): Comcast will provide insurance as follows: comprehensive general liability - \$1 Million/\$5 Million; automobile liability - \$1 Million; and worker's comp. Comcast will provide the town with certificates of insurance for all required policies.

(vi) Performance Bond (Sec. 9.3): Comcast will provide a bond in the amount of \$25,000 to guarantee satisfactory construction, installation, operation and, if necessary, the removal of the cable system, and the restoration of pavements and roads, and indemnity to the town.

(vii) License Fees (Sec. 9.4): Comcast will pay the standard \$.50 per subscriber license fee to the town on an annual basis. Under state law and Cable Division rulings, expenditure of this money is not restricted to cable-related matters but may be used for any public purpose.

Hon. Jannice L. Livingston  
And Members of the Select Board  
March 31, 2023  
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(e) Subscriber Rights and Consumer Protection:

(i) Parental Control Option (Sec. 3.3): Upon request subscribers are entitled to receive the capability to control reception of any channel. The capability may be part of a leased converter box.

(ii) FCC Customer Service Regulations (Sec. 7.1): Comcast will comply with all FCC Customer Service regulations regarding telephone response time, repairs, and initial installation of service (47 CFR sec. 76.1603 and sec. 76.309), and the Massachusetts Business and Billing Practice Standards (310 CMR sec. 10.00 *et. seq.*).

(iii) Consumer Complaint Procedures (Sec. 7.2): Comcast will forward to the town and to the state Cable Division copies of any complaints it receives. Comcast will also provide the town with its annual complaint reports showing complaints received, the manner in which they have been met, and the time required.

(iv) Protection of Subscriber Privacy (Sec. 7.3): Comcast will provide the protections of subscriber privacy required by the federal Cable Act (47 USC sec. 551, and regulations adopted thereunder).

(f) PEG Access Support:

(i) PEG Access Channels (Sec. 6.1 (b) and 6.3 (c)): Comcast will continue to provide three (3) Standard Definition (SD) PEG channels. Within twenty-four (24) months of written request from the town, Comcast will activate one (1) High Definition (HD) channel to replace one of the SD channel, but the town will be required to pay for the connection equipment. The town will be given written notice of the cost of the equipment and the town's payment obligation. The cost of the HD connection equipment usually ranges from \$15,000 to \$25,000. The payment requirement has been a standard prerequisite of Comcast ever since Comcast first agreed to provide an HD channel for PEG use.

(ii) Annual Operating Support (Sec. 6.4 (a)): Comcast will make an annual grant of five percent (5%) of its Gross Annual Revenues (GAR) from the effective date through the license term, paid to the town in quarterly installments. Payments will be made quarterly in February, May, August and November. A certification of the GAR total for the quarter will accompany each payment.

(iii) PEG Access Capital Contribution (Sec. 6.5): Comcast will pay an annual capital grant to the town equal to Ninety-Six Cents (\$0.96) per subscriber, per month, payable annually on

Hon. Jannice L. Livingston  
And Members of the Select Board  
March 31, 2023  
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February 1 of each year of the term of the Renewal License, beginning February 1, 2024, for the period of December 1, 2022, to November 30, 2023, and ending with a final payment due on February 1, 2033, for the period of December 1, 2032 to November 30, 2032. Comcast has structured the payment dates in order to provide the Town with 120 months of capital grants and delivering all payments to the town within the Renewal License term.

(g) License Enforcement (Sec. 9.7 and 9.10):

(i) License Default and Public Hearing (Section 9.7): If the Issuing Authority believes that Comcast is in default of a material provision of the license, it will first notify Comcast in writing by certified mail, and if Comcast has not satisfactorily responded within thirty (30) days, the Issuing Authority may then call a public hearing (Section 9.7 (a) - (c)).

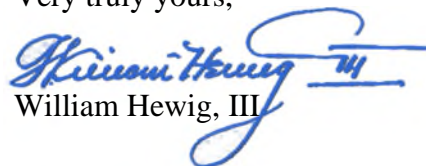
(ii) Enforcement of License by Revocation or Liquidated Damages (Sections 9.9 & 9.10): If, after a hearing, the Issuing Authority finds that Comcast is in material default which, after notice and opportunity to cure has remained uncured, it may revoke the license under Sec. 9.6, or assess liquidated damages under Sec. 9.10.

Conclusion

I have reviewed the Comcast proposed renewal license. It represents the product of sustained negotiations with Comcast on the part of the town's cable negotiators. In my opinion, the proposal meets the town's future community cable-related needs as established during our ascertainment period, and I recommend it for your approval and execution.

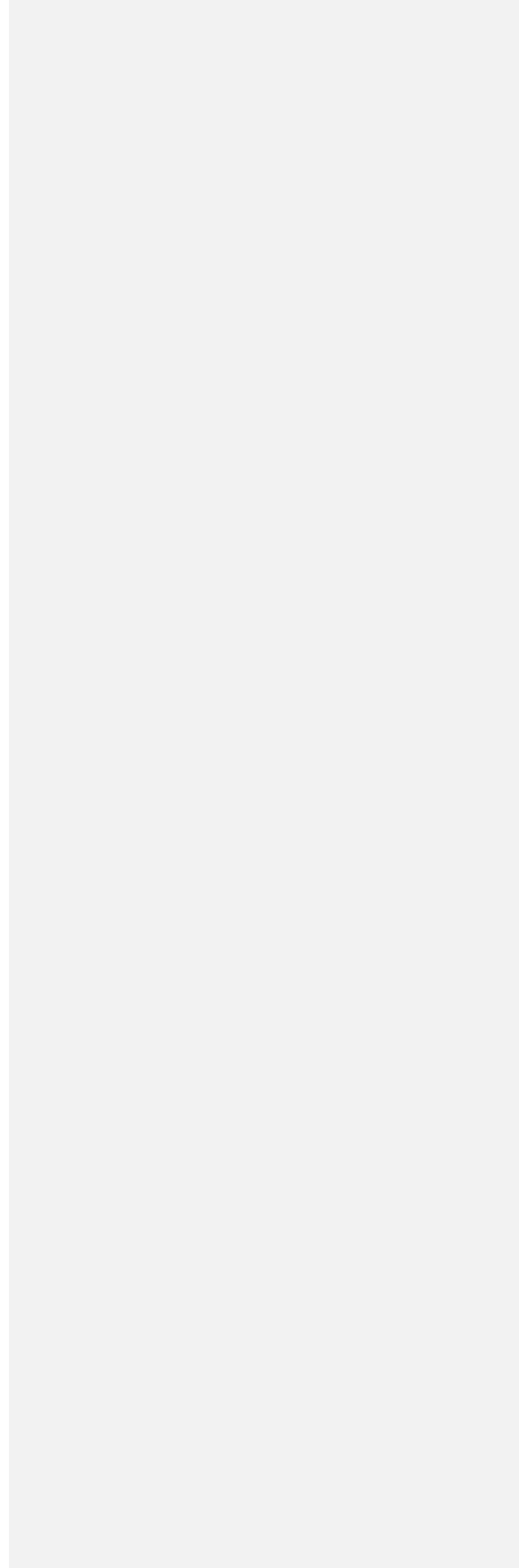
I trust that this will be of assistance to you at the present time. If you have any further questions regarding the Comcast license, please do not hesitate to contact me. Thank you for the opportunity to be of service to the town.

Very truly yours,

  
William Hewig, III

WH/caa  
Enc.

**RENEWAL**  
**CABLE TELEVISION LICENSE**  
**FOR**  
**THE TOWN OF AYER,**  
**MASSACHUSETTS**



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**AYER RENEWAL LICENSE**

**INTRODUCTION**

WHEREAS, Comcast of Massachusetts III, Inc. ("Comcast"), (hereinafter "Licensee"), is the duly authorized holder of a renewal license to operate a cable television system in the Town of Ayer, Massachusetts (hereinafter the "Town"), said license having commenced on April 1, 2013;

WHEREAS, Licensee filed a written request for a renewal of its license by letter dated June 24, 2020 in conformity with the Cable Act and filed a renewal proposal dated October 31, 2022;

WHEREAS, there has been an opportunity for public comment, as required by Section 626(h) of the Cable Act;

WHEREAS, the Issuing Authority has determined that the financial, legal, and technical ability of Licensee is reasonably sufficient to provide services, facilities, and equipment necessary to meet the future cable-related needs of the community, and desires to enter into this Renewal License with Licensee for the construction and continued operation of a cable system on the terms and conditions set forth herein; and

WHEREAS, the Town's Board of Selectmen, as the Issuing Authority, finds that Licensee has complied with the terms of its previous license.

NOW THEREFORE, after due and full consideration, the Issuing Authority and Licensee agree that this Renewal License is issued upon the following terms and conditions:

**ARTICLE 1**

**DEFINITIONS**

**SECTION 1.1 - DEFINITIONS**

For the purpose of this Renewal License, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Act, as amended from time to time, and Massachusetts General Laws Chapter 166A (M.G.L.c.166A), as amended from time to time, unless otherwise defined herein.

(a) Access Provider – shall mean the person, group or entity, or non-profit, designated by the Issuing Authority for the purpose of operating and managing the use of Public, Educational and Governmental Access funding, equipment and channels on the cable television system in accordance with this Renewal License and 47 U.S.C. 531.

(b) Basic Cable Service – shall mean the lowest tier of service which includes the retransmission of local television broadcast signals.

(c) Cable Act – shall mean the Cable Communications Policy Act of 1984, Public Law No. 98-549, 98 Stat. 2779 (1984), 47 U.S.C. 521 et. seq., amending the Communications Act of 1934, as further amended by the 1992 Cable Consumer Protection and Competition Act, Public Law No. 102-385 and the Telecommunications Act of 1996, Public Law No. 104-458, 110 Stat. 56 (1996) and as may be further amended.

(d) Cable Service – shall mean the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(e) Cable System or System – shall mean the facility owned, constructed, installed, operated and maintained by Licensee in the Town of Ayer, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but



such term does not include (a) a facility that serves only to retransmit the television signals of one or more television broadcast stations; (b) a facility that serves subscribers without using any public right-of-way; (c) a facility of a common carrier which is subject, in whole or in part, to the provisions of Title II of the Cable Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c) of the Cable Act) to the extent such facility is used in the transmission of video programming directly to subscribers unless the extent of such use is solely to provide interactive on-demand services; or (d) an open video system that complies with section 653 of this title, or (e) any facilities of any electric utility used solely for operating its electric utility systems.

(f) Department or DTC – shall mean the Massachusetts Department of Telecommunications and Cable.

(g) Drop – shall mean the coaxial cable that connects a home or building to the Subscriber Network or Video Return Line.

(h) Educational Access Channel – shall mean the video channel(s) made available by the Licensee for non-commercial use by educational institutions such as public or private schools (grades k-12), but not “home schools,” community, public or private colleges or universities.

(i) Effective Date – shall mean April 1, 2023.

(j) FCC – shall mean the Federal Communications Commission or any successor governmental entity.

(k) Franchise Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Ayer and/or any other governmental subdivision, or designated Access Provider, which shall have the meaning as set forth in Section 622(g) of the Cable Act.

(l) Governmental Access Channel – shall mean a video channel made available by the Licensee for noncommercial use by the Issuing Authority for the purpose of showing public local government programming.

(m) Gross Annual Revenues – means the Cable Service revenue actually received by the Grantee from the operation of the Cable System in the Franchise Area to provide Cable Services, calculated in accordance with generally accepted accounting principles (“GAAP”). Cable Service revenue includes

monthly basic, premium and pay-per-view video fees, leased access fees, advertising and home shopping revenue, installation fees and equipment rental fees. Gross Revenue shall not include refundable deposits, bad debt, late fees, investment income, programming launch support payments, advertising sales commissions, nor any taxes, fees or assessments imposed or assessed by any governmental authority.

(n) Issuing Authority – shall mean the Board of Selectmen of the Town of Ayer, Massachusetts, or the lawful designee thereof.

(o) Licensee – shall mean Comcast of Massachusetts III, Inc., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(p) License Fee – shall mean the payments to be made by Licensee to the Issuing Authority, the Town of Ayer and or any other governmental subdivision, which shall have the meaning as set forth in M.G.L.c. 166A, § 9.

(q) Modulator – shall mean CATV modulator or equivalent device used for video signal transport.

(r) Multichannel Video Programming Distributor – shall mean a person such as, but not limited to, a cable operator, a multichannel multipoint distribution service, a direct broadcast satellite service, or a television receive-only satellite program distributor, who makes available for purchase, by subscribers or customers, multiple channels of video programming.

(s) Normal Operating Conditions – shall mean those service conditions which are within the control of the Franchisee. Those conditions which are not within the control of the Franchisee include, but are not limited to, natural disasters, public health emergencies, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the Cable System.

(t) Outlet – shall mean an interior receptacle that connects a television set to the Cable Television System.

(u) PEG Access User – shall mean a Person utilizing the Cable System, including all related facilities for purposes of production and/or transmission of PEG Access Programming as opposed to utilization solely as a Subscriber.

(v) Person – shall mean any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Issuing Authority.

(w) Public Access Channel – shall mean a video channel made available by the Licensee for non-commercial use by the public on a first-come, first-served, non-discriminatory basis.

(x) Public, Educational and Governmental (PEG) Access Channel – shall mean a video channel made available by the Licensee for non-commercial use by the public, educational institutions such as public or private schools, but not “home schools,” community colleges, and universities, as well as the Issuing Authority.

(y) Public, Educational and Government (PEG) Access Programming – shall mean non-commercial programming produced by any Ayer residents or organizations, schools and government entities and the use of designated facilities, equipment and/or channels of the Cable System in accordance with 47 U.S.C. 531 and this Renewal License.

(z) Public Way – shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Issuing Authority in the Town of Ayer, which shall entitle Licensee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Issuing Authority within the Town of Ayer for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle Licensee to the use thereof for the purposes of installing, operating, and maintaining Licensee’s Cable System over poles, wires, cables, conductors, ducts, conduits, vaults,

manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

(aa) Renewal License or License – shall mean this Agreement and any amendments or modifications in accordance with the terms herein.

(bb) Signal – shall mean any transmission which carries Programming from one location to another.

(cc) Standard Installation – shall mean the standard one hundred twenty-five foot (125') aerial Drop connection to the existing distribution system.

(dd) Subscriber – shall mean a Person who lawfully receives Cable Service with Licensee's express permission.

(ee) Subscriber Network – shall mean the trunk and feeder signal distribution network over which video and audio signals are transmitted to Subscribers.

(ff) Town – shall mean the Town of Ayer, Massachusetts.

(gg) Trunk and Distribution System – shall mean that portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(hh) Video Programming or Programming – shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

**ARTICLE 2**

**GRANT OF RENEWAL LICENSE**

**SECTION 2.1 - GRANT OF RENEWAL LICENSE**

(a) Pursuant to the authority of M.G.L. c. 166A, the Cable Act and subject to the terms and conditions herein the Issuing Authority hereby grants a non-exclusive Renewal License to Comcast of Massachusetts III, Inc., authorizing and permitting Licensee to construct, operate and maintain a Cable System in the Public Way within the municipal limits of the Town. Nothing in this License shall be construed to prohibit Licensee from offering any service over its Cable System that is not prohibited by federal or state law.

(b) This Renewal License is granted under and in compliance with the Cable Act and M.G.L.c. 166A, and in compliance with all rules and regulations of the FCC and the Department in force and effect during the period for which this Renewal License is granted.

**SECTION 2.2 - TERM: NON-EXCLUSIVITY**

The term of this non-exclusive Renewal License shall be for a period of ten (10) years and shall commence on April 1, 2023, following the expiration of the current license, and shall expire at midnight on March 31, 2033.

**SECTION 2.3 - POLE AND CONDUIT ATTACHMENT RIGHTS**

Pursuant to M.G.L.c. 166, §§22-25, permission is hereby granted to Licensee to attach or otherwise affix including, but not limited to cables, wire, or optical fibers comprising the Cable System to the existing poles and conduits on and under public streets and ways, provided Licensee secures the permission and consent of the public utility companies to affix the cables and/or wires to their pole and conduit facilities. By virtue of this License the Issuing Authority grants Licensee equal standing with power and telephone utilities in the manner of placement of facilities on Public Ways.

#### **SECTION 2.4 - RENEWAL**

(a) In accordance with the provisions of federal law, M.G.L.c. 166A, §13 and applicable regulations, this Renewal License shall be subject to additional renewals for periods not to exceed ten (10) years or such other periods as allowed by law and shall be upon mutual written agreement with such modified or additional terms as Licensee and the Issuing Authority may agree.

#### **SECTION 2.5 - RESERVATION OF AUTHORITY**

Nothing in this Renewal License shall (A) abrogate the right of the Issuing Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or bylaws of general applicability and not specific to the Cable System, Licensee, or this License, or (C) be construed as a waiver or release of the rights of the Issuing Authority in and to the Public Ways. This License is a contract and except as to those changes which are the result of the Issuing Authority's lawful exercise of its general police power, the Issuing Authority may not take any unilateral action which materially changes the explicit mutual promises in this License. Any changes to this License must be made in writing signed by the Licensee and the Issuing Authority. In the event of any conflict between this License and any Issuing Authority ordinance or regulation that is not generally applicable, the parties will refer the dispute to a mutually agreeable mediator or arbitrator or to a court of competent jurisdiction. Notwithstanding any other provision of this License, Licensee reserves the right to challenge provisions of any ordinance, rule, regulation, or other enactment of the Issuing Authority that conflicts with its contractual rights under this License, either now or in the future.

#### **SECTION 2.6 - COMPETITIVE EQUITY**

(a) Licensee acknowledges and agrees that the Issuing Authority reserves the right to grant one or more additional licenses or other authorizations to other Cable Service providers or wireline based video service providers within the Town for the right to use and occupy the Public Ways or streets within

the Town. If any such additional or competitive license or other authorization is granted by the Issuing Authorities which, in the reasonable opinion of Licensee, contains more financially favorable or less burdensome terms or conditions than this Renewal License, including, but not limited to: franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; PEG access channels and support; customer service standards; required reports and related record keeping; and notice and opportunity to cure breaches; the Issuing Authority agrees that it shall amend this Renewal License to include any more favorable or less burdensome terms or conditions.

(b) In the event an application for a new cable television license or other authorization is filed with the Issuing Authority, proposing to serve the Town, in whole or in part, the Issuing Authority shall serve a copy of such application upon any existing Licensee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service within a reasonable time thereafter.

(c) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) or other authorization shall be on equivalent material terms and conditions as those contained in this Renewal License.

(d) The issuance of additional license(s) shall be subject to all applicable federal and state laws, including M.G.L.c. 166A and applicable regulations promulgated thereunder.

(e) In the event that Licensee believes that any additional license(s) or other authorization has been granted on terms or conditions materially more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall convene a public hearing on such issue, within not more than thirty (30) days of receipt of a hearing request from Licensee. Along with said written request, Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any such additional license(s) or other authorization are on terms more favorable or less burdensome than those contained in this Renewal License. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested.

(f) Should Licensee demonstrate that any such additional license(s) or other authorizations have been granted on terms and conditions more favorable or less burdensome than those contained in

this Renewal License, the Issuing Authority shall make equitable amendments to this Renewal License within a reasonable time.

(g) In the event that Licensee demonstrates that an existing or future Cable Service provider or wireline based video service provider in the Town has been provided relief by the Issuing Authority from any material obligation of its license, then Licensee shall be awarded an equivalent amount of relief from the material obligations herein. Such relief shall be in writing and in the form of an amendment to this License. The Issuing Authority shall convene a public hearing on the issue within sixty (60) days of Licensee's notification to the Issuing Authority requiring such relief, unless otherwise mutually agreed to. License shall provide reasons for its belief in the notification. At the public hearing, the Issuing Authority shall afford Licensee an opportunity to demonstrate that any existing or future service providers in the Town have been provided relief by the Issuing Authority from any obligation of its cable television license or other similar lawful authorization. Licensee shall provide the Issuing Authority with such financial or other relevant information as is reasonably requested to justify its belief; provided, however, that said information is non-proprietary.



### **ARTICLE 3**

#### **SYSTEM SPECIFICATIONS AND CONSTRUCTION**

##### **SECTION 3.1 - AREA TO BE SERVED**

(a) Licensee shall upon request make Cable Service available to every residential dwelling unit within the Town where the minimum density is at least twenty-five (25) dwelling units per aerial mile and thirty-five (35) dwelling units per underground mile provided however, that any request for plant extension is measured from a technically feasible point on the existing Trunk and Distribution System from which a usable Cable Service Signal can be obtained and Licensee is able to obtain from property owners any necessary easements and/or permits in accordance with the Cable Act. For purposes of this section, a home shall only be counted as a “dwelling unit” if such home is within one hundred twenty-five (125) feet of the nearest distribution pole line within the Public Way. Upon written request from the City/Town, Licensee shall conduct a survey to determine the number of dwelling units in the requested area and shall inform the City/Town of the survey results and applicable costs to extend Service to the area.

(b) Licensee shall make service available to multiple dwelling units (MDU) upon request and where economically feasible, provided that Licensee is able to obtain from the property owners any necessary easements, permits and agreements to provide Service to said MDU. Subject to the density requirement, Licensee shall upon request offer Cable Service to all new homes or previously unserved homes located within one hundred twenty-five feet (125') of Licensee's Trunk and Distribution System. For non-Standard Installations, Licensee shall offer said Service within ninety (90) days of a Subscriber requesting such for aerial installations and one hundred eighty (180) days, weather permitting, of a Subscriber requesting such for underground installations. With respect to areas of the Town which are currently served by Licensee from a contiguous cable television system or currently unserved but could be served by abutting Town(s) served by Licensee, Licensee shall have the option to serve such areas from its cable television system in such abutting Town.

(c) Installation costs shall conform with the Cable Act. Any dwelling unit within an aerial one hundred twenty-five feet (125 ft.) of the Trunk and Distribution System shall be entitled to a Standard Installation rate in accordance with applicable federal and state laws. Underground installs are considered non-standard installations. All non-standard installations shall be provided at a rate established by the Licensee in accordance with applicable federal and state laws.

(d) Subject to the provisions of this Article 3 and provided Licensee has at least ninety (90) days' prior written notice concerning the opening of residential subdivision trenching, or of the installation of conduit for the location of utilities, it may install its cable in such trenching or conduits or seek permission to utilize alternative trenching or conduits within a comparable time frame. If a substantial quantity of cable is required for a large subdivision and said quantity is not in stock, Licensee shall be allowed additional time for said installation. The Issuing Authority, or its designee, shall exercise reasonable efforts to have the Planning Board and developers give timely written notice of trenching and underground construction to Licensee. Developer shall be responsible for the digging and back-filling of all trenches.

### **SECTION 3.2 - SUBSCRIBER NETWORK**

Licensee shall maintain a Cable Television System, fully capable of providing Cable Service in accordance with applicable law.

### **SECTION 3.3 - PARENTAL CONTROL CAPABILITY**

(a) Pursuant to applicable law, upon request, and at no separate, additional charge, Licensee shall provide Subscribers with the capability to control the reception of any channel on the Cable System.

(b) The Issuing Authority acknowledges that the parental control capability may be part of a converter box and Licensee may charge Subscriber for use of said converter box.

**SECTION 3.4---EMERGENCY ALERT OVERRIDE CAPACITY**

Licensee shall comply with the FCC's Emergency Alert System ("EAS") regulations.

**ARTICLE 4**

**TECHNOLOGICAL AND SAFETY STANDARDS**

**SECTION 4.1 - SYSTEM MAINTENANCE**

(a) In installing, operating and maintaining equipment, cable and wires, Licensee shall avoid damage and injury to trees, structures and improvements in and along the routes authorized by the Issuing Authority, except as may be approved by the Issuing Authority if required for the proper installation, operation and maintenance of such equipment, cable and wires.

(b) The construction, maintenance and operation of the Cable System for which this Renewal License is granted shall be done in conformance with all applicable state and federal laws, bylaws, codes and regulations of general applicability and the rules and regulations of the FCC as the same exist or as same may be hereafter changed or amended.

(c) Licensee shall install and maintain its equipment, cable and wires in such a manner as shall not interfere with any installations of the Town or any public utility serving the Town.

(d) All structures and all equipment, cable and wires in, over, under, and upon streets, sidewalks, alleys, and public rights of ways of the Town, wherever situated or located shall at all times be kept and maintained in a safe and suitable condition and in good order and repair.

**SECTION 4.2 - REPAIRS AND RESTORATION**

Whenever Licensee takes up or disturbs any pavement, sidewalk or other improvement of any public right of way or public place, the same shall be replaced and the surface restored in as good condition as possible as before entry as soon as practicable. If Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs, and shall notify Licensee in writing of the restoration and repairs required and the time fixed for the performance thereof. Upon failure of Licensee to comply within the time specified, the Issuing Authority may cause proper restoration and repairs to be made and the expense of such work shall be paid by

Licensee upon written demand by the Issuing Authority. Prior to such repair or restoration the Town shall submit a written estimate to Licensee of the actual cost of said repair or restoration.

#### **SECTION 4.3 - CABLE LOCATION**

(a) In all areas of the Town where all of the transmission and distribution facilities of all public or municipal utilities are installed underground, Licensee shall install its Cable System underground, provided that such facilities are actually capable of receiving the Licensee's cable and other equipment without technical degradation of the Cable System's signal quality.

(b) In all areas of the Town where public utility lines are aerially placed, if subsequently during the term of the Renewal License such public utility lines are required by the Issuing Authority or State to be relocated aerially or underground, Franchisee shall similarly relocate its Cable System if it is given reasonable notice and access to the public and municipal utilities facilities at the time that such are placed underground. Any costs incurred by Licensee for relocating the Cable System shall be reimbursed to Licensee in the event public or private funds are raised for the project and made available to other users of the Public Way. If funds are not reimbursed, Licensee reserves the right to pass through its costs to Subscribers.

(c) Nothing in this Section shall be construed to require Licensee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

#### **SECTION 4.4 - TREE TRIMMING**

Licensee shall have authority to trim trees upon and overhanging public streets, alleys, sidewalks and ways and places of the Town to prevent the branches of such trees from coming in contact with the wires, cables and equipment of Licensee, in accordance with MGL c. 87 and any Town bylaws and regulations.

**SECTION 4.5 – STRAND MAPS**

Licensee shall maintain a complete set of strand maps of the Town, which will show those areas in which its facilities exist. The strand maps will be retained at Licensee’s primary place of business and will be available to the Issuing Authority for inspection by the Issuing Authority upon written request.

**SECTION 4.6 - BUILDING MOVES**

(a) In accordance with applicable laws, Licensee shall, upon the written request of any Person holding a building moving permit issued by the Town, temporarily raise or lower its wires to permit the moving of the building(s). Licensee shall be given not less than thirty (30) days’ advance written notice to arrange for such temporary wire changes. The cost to raise or lower wires shall be borne by the Person(s) holding the building move permit.

(b) Licensee shall have the right to reimbursement under any applicable insurance or government program for reimbursement.

**SECTION 4.7 - DIG SAFE**

Licensee shall comply with applicable “dig safe” provisions pursuant to M.G.L.c. 82, § 40.

**SECTION 4.8 - DISCONNECTION AND RELOCATION**

(a) In accordance with applicable law, Licensee shall, at its sole cost and expense, protect, support, temporarily disconnect, relocate in the same street, or other Public Right of Ways, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a lawful governmental capacity.

(b) In requiring Licensee to protect, support, temporarily disconnect, relocate or remove any portion of its property, the Issuing Authority shall treat Licensee the same as, and require no more of Licensee, than any other similarly situated utility.

(c) Licensee shall have the right to reimbursement of project costs under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town. If funds are not reimbursed, Licensee reserves the right to pass its costs through to Subscribers.

#### **SECTION 4.9 - EMERGENCY REMOVAL OF PLANT**

(a) If, at any time, in case of fire or disaster in the Town, it shall be necessary in the reasonable judgment of the Issuing Authority to cut or move any of the wires, cable or equipment of the Cable Television System, the Town shall have the right to do so without cost or liability, provided however that, wherever possible, the Issuing Authority shall give Licensee written notice and the ability to relocate wires, cable or other equipment.

(b) Licensee shall have the right to reimbursement under any applicable insurance or government program for reimbursement. All cable operators and public or municipal utility companies shall be treated alike if reimbursed for such costs by the Town. If funds are not reimbursed, Licensee reserves the right to pass its costs through to Subscribers.

**ARTICLE 5  
PROGRAMMING**

**SECTION 5.1 - BASIC CABLE SERVICE**

Licensee shall make available a Basic Cable Service tier to all subscribers in accordance with 47 U.S.C. 534.

**SECTION 5.2 - PROGRAMMING**

(a) Pursuant to 47 U.S.C. 544, Licensee shall maintain broad categories of Video Programming. Pursuant to federal law, all Video Programming decisions, excluding PEG Access Programming, are at the sole discretion of Licensee.

(b) Licensee shall comply with applicable FCC Rules and Regulations as well as DTC Rules and Regulations regarding notice of programming changes. Advance notice shall not be required for the launch of new channels when offered on a subscription basis or added to an existing service tier at no additional cost to the customer. Written notices required by this section may be provided electronically as permitted by 47 C.F.R. § 76.1600.

**SECTION 5.3 – CABLE CHANNELS FOR COMMERCIAL USE**

Pursuant to 47 U.S.C. 532, Licensee shall make available channel capacity for commercial use by persons unaffiliated with Licensee. Rates for use of commercial leased access channels shall be negotiated between Licensee and the commercial user in accordance with federal law. Licensee shall have no editorial control over the content of programming on leased access channels and is not subject to any liability therefrom.



**ARTICLE 6**

**PEG ACCESS CHANNEL(S) AND SUPPORT**

**SECTION 6.1 - PEG ACCESS CHANNEL(S)**

(a) Use of a video channel for PEG Access Programming shall be provided in accordance with federal law, 47 U.S.C. 531, and as further set forth herein. Licensee does not relinquish its ownership of or ultimate right of control over a channel by designating it for PEG use. A PEG Access User – whether an individual, educational or governmental user – acquires no property or other interest by virtue of the use of a channel so designated, and may not rely on the continued use of a particular channel number, no matter how long the same channel may have been designated for such use. Licensee shall not exercise editorial control over any public, educational, or governmental use of a PEG Access Channel, except Licensee may refuse to transmit any Public Access program that contains obscenity, indecency, or nudity pursuant to Section 611 of the Cable Act. The Issuing Authority shall be responsible for developing, implementing, interpreting and enforcing rules for PEG Access Channel use which shall ensure that PEG Access Channel(s) and PEG Access equipment will be available on a first-come non-discriminatory basis.

(b) Licensee shall make available three (3) channels for PEG Access Programming purposes. A PEG Access Channel may not be used to cablecast for-profit, political or commercial fundraising programs in any fashion. Unused capacity may be utilized by Licensee subject to the provisions set forth in subsection (c) below. Subject to the requirements of Section 6.3, the Licensee shall make available one (1) High Definition (HD) PEG Access Channel for PEG Access purposes, which shall replace one of the current three (3) PEG channels and said HD Access Channel shall be designated for Public, Educational and/or Government access as determined by the Issuing Authority. Said HD PEG Access Channel shall be made available within twenty-four (24) months of the Effective Date of this Renewal License. In conjunction with the provision of such HD PEG Access Channels, Licensee shall install, own, operate and maintain SD-SDI encoders and associated equipment for the other two (2) PEG Access Channels.

(c) In the event the Issuing Authority or Access Provider elects not to fully program a PEG Access Channel(s) with original PEG Access Programming, Licensee may reclaim any unused time on those channels.

#### **SECTION 6.2 - PEG ACCESS PROVIDER**

Beginning on the Effective Date, Issuing Authority or Access Provider shall provide services to PEG Access Users and the Town as follows:

- (1) Schedule, operate and program the PEG Access channels provided in accordance with Section 6.3 below;
- (2) Manage the annual funding, pursuant to Section 6.4 below;
- (3) Purchase, maintain and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access Programming;
- (5) Provide technical assistance and production services to PEG Access Users;
- (6) Establish, implement and enforce rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, fundraising, outreach, referral and other support services to PEG Access Users;
- (8) Assist PEG Access Users in the production of PEG Access Programming of interest to Subscribers; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

#### **SECTION 6.3 - PEG ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over Licensee's downstream PEG Access Channel, all PEG Access Programming shall be modulated, then transmitted from an origination

location listed in **Exhibit A** to Licensee-owned headend or hub-site on a Licensee-owned upstream channel made available, without charge, to the Town for its use. At Licensee-owned headend, said PEG Access Programming shall be retransmitted in the downstream direction on one Licensee-owned Subscriber Network downstream PEG Access Channels.

(b) Licensee shall provide and maintain all necessary switching and/or processing equipment located at its hub-site or headend in order to switch upstream signals carrying PEG Access Programming from the location listed in Exhibit A to the designated Licensee-owned Subscriber Network downstream PEG Access Channel.

(c) Licensee shall own, maintain, repair and/or replace any Licensee-owned headend or hub-site audio and/or video signal processing equipment. The Town and/or PEG Access Provider shall own, maintain, repair and/or replace studio and/or portable modulators and demodulators. The demarcation point between Licensee's equipment and the Town's or PEG Access Provider's equipment shall be at the output of the Town's and/or the PEG Access Provider's modulator(s) or equivalent device; provided, however, that the Licensee shall be responsible for the modulator (or equivalent) transport equipment located at the Town's hub at 54 Park Street. Subject to payment by the Town or Access Corporation, the Licensee shall install and operate standard definition serial digital interface (SD/SDI) equipment for the two (2) PEG Access Channels and equipment for one (1) high definition (HD) access channel. Said PEG access video return system shall be installed by Licensee at the existing hub site (54 Park Street) and its own facilities not later than twenty-four (24) months from the Effective Date of this Renewal License. The Licensee shall own, maintain and repair, and replace if needed, said equipment, including but not limited to the encoders for the one (1) HD PEG Channel and for the two (2) SD-SDI PEG channels provided hereto for the entire term of this Renewal License.

#### **SECTION 6.4 – PEG ACCESS SUPPORT**

Licensee shall provide a Franchise Fee to the Issuing Authority, or its designee, for PEG Access purposes, equal to five percent (5%) of its Gross Annual Revenues, less applicable License Fees and

assessments from any state or other governmental agencies. Said Franchise Fee shall be used for salaries, operating and other expenses related to PEG Access programming operations. Said five percent (5%) Franchise Fee shall be made to the Issuing Authority, or its designee, on a quarterly basis. The first such five percent (5%) payment shall be made on November 15, 2023, for the period of July 1 through September 30, 2023. Quarterly thereafter, Licensee shall provide payments each February 15<sup>th</sup>, May 15<sup>th</sup>, August 15<sup>th</sup> and November 15<sup>th</sup> based on revenues from the previous calendar quarter.

**Commented [FG1]:** Giving Finance time to make the FF change

#### **SECTION 6.5 - PEG ACCESS CAPITAL SUPPORT**

The Licensee shall provide capital funding to the Issuing Authority or its Access Designee for capital costs for public, educational or governmental (PEG) access facilities (the "PEG Access Capital Funding") in the amount of Ninety-Six Cents (\$0.96) per subscriber, per month, payable annually on February 1 each year of the term of this Renewal License, beginning on February 1, 2024 for the period of December 1, 2022 to November 20, 2023, and ending with a final payment due on February 1, 2033 for the period of December 1, 2031 to November 30, 2032. The Issuing Authority shall allocate such amount to PEG capital, equipment and facilities uses exclusively.

#### **SECTION 6.6 - PROGRAMMING EXCLUSIVITY AND NON-COMPETITION**

The Issuing Authority, or its designee, agrees that it will not use its designated PEG Access channel(s), equipment, or other facilities to provide for-profit commercial services which have the effect of competing with Licensee's business. In addition, any Video Programming produced under the provisions of this Article 6 shall not be commercially distributed to a competing Multichannel Video Programming Distributor without the written consent of Licensee.

**SECTION 6.7 – INTERCONNECTION WITH COMPETING CABLE LICENSEE**

In the event a License is issued by the Issuing Authority to a competing Licensee, the competing Licensee may not connect its system to Licensee’s Cable System for purposes of obtaining PEG Access Programming from the Licensee’s PEG Access channels without the prior written consent of Licensee.

**SECTION 6.8 - PEG ACCESS PROGRAMMING INDEMNIFICATION**

The Issuing Authority and/or the Access Provider shall indemnify the Licensee for any liability, loss or damage it may suffer due to violation of the intellectual property rights of third parties or arising out of the content of programming aired on any PEG channel and from claims arising out of the Issuing Authority’s rules for or administration of PEG Access Programming.

**ARTICLE 7**

**CUSTOMER SERVICE AND CONSUMER PROTECTION**

**SECTION 7.1 - CUSTOMER SERVICE**

Licensee shall comply with all customer service regulations of the FCC (47 CFR §76.309) and the Department as they exist or as they may be amended.

**SECTION 7.2 - CONSUMER COMPLAINT PROCEDURES**

Complaints by any Person as to the operation of the Cable System may be filed in writing with the Department or with the Issuing Authority, each of which shall within ten (10) days forward copies of such complaints to the other. The Issuing Authority and the Department shall be notified by Licensee on forms to be prescribed by the Department not less than annually, of the complaints of Subscribers received during the reporting period and the manner in which they have been met, including the time required to make any necessary repairs or adjustments.

**SECTION 7.3 - PROTECTION OF SUBSCRIBER PRIVACY**

Licensee shall comply with applicable federal and state privacy laws and regulations, including 47 U.S.C. 551.

**SECTION 7.4 - EMPLOYEE IDENTIFICATION CARDS**

All of Licensee's employees, including repair and sales personnel, entering private property shall be required to carry an employee photo identification card issued by Licensee.

**ARTICLE 8  
PRICES AND CHARGES**

**SECTION 8.1 - PRICES AND CHARGES**

(a) Before any new or modified rate, fee, or charge is imposed, Licensee shall follow the applicable FCC and State notice requirements and rules and notify affected Subscribers, which notice may be by any means permitted under applicable law. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or retaining Subscribers.

(b) The Issuing Authority acknowledges that under the Cable Act, certain costs of Public, Educational and Governmental (“PEG”) Access and other license/franchise requirements may be passed through to the Subscribers in accordance with federal law.

**ARTICLE 9  
REGULATORY OVERSIGHT**

**SECTION 9.1 - INDEMNIFICATION**

Licensee shall indemnify, defend and hold harmless the Issuing Authority, its officers, employees, and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of Licensee's construction, operation, maintenance or removal of the Cable System, including, but not limited to, reasonable attorney's fees and costs, provided that the Issuing Authority shall give Licensee timely written notice, sufficient to avoid the entry of a default judgment, of its obligation to indemnify and defend the Issuing Authority within the timely receipt of a claim or action pursuant to this Section. If the Issuing Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Issuing Authority. The Licensee shall not be required to Indemnify the Issuing Authority for any claims resulting from acts of willful misconduct or negligence on the part of the Issuing Authority.

**SECTION 9.2 - INSURANCE**

(a) Licensee shall carry Commercial General Liability insurance throughout the term of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) with an insurance company authorized to conduct business in Massachusetts protecting, as required in this Renewal License, Licensee and listing the Town as an additional insured, against any and all claims for injury or damage to persons or property, both real and personal, caused by the construction, installation, operation, maintenance or removal of its Cable System. The amount of such insurance against liability for personal injury and property damage shall be no less than One Million Dollars (\$1,000,000) as to any one occurrence. The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000) in umbrella form.



(b) Licensee shall carry insurance against all claims arising out of the operation of motor vehicles in the amount of One Million Dollars (\$1,000,000) combined single limit for bodily injury and consequent death and property damage per occurrence.

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the period of this Renewal License. All expenses incurred for said insurance shall be at the sole expense of Licensee.

(d) Licensee shall provide the Issuing Authority upon request with certificate(s) of insurance for all policies required herein upon expiration of policies.

#### **SECTION 9.3 - PERFORMANCE BOND**

(a) Licensee has submitted and shall maintain throughout the duration of this Renewal License and any removal period pursuant to M.G.L.c. 166A, § 5(c) a performance bond in the amount of Twenty-Five Thousand Dollars (\$25,000) running to the Town with a surety company satisfactory to the Issuing Authority to guarantee the following terms:

- (1) the satisfactory completion of the installation and operation of the Cable System in accordance with this Renewal License and applicable law;
- (2) the satisfactory restoration of pavements, sidewalks and other improvements in accordance with M.G.L.c. 166A, § 5(g);
- (3) the indemnity of the Town in accordance with M.G.L.c. 166A, § 5(b); and
- (4) the satisfactory removal or other disposition of the Cable System in accordance with M.G.L.c. 166A, § 5(f).

#### **SECTION 9.4 - LICENSE FEES**

(a) During the term of the Renewal License the annual License Fee payable to the Issuing Authority shall be the maximum allowable by law, per Subscriber served as of the last day of the

preceding calendar year, payable on or before March 15th of the said year. Pursuant to M.G.L.c. 166A, § 9, this fee is currently fifty cents (\$.50) per Subscriber

(b) In accordance with Section 622(b) of the Cable Act, Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include (i) the PEG Access Annual Support (Section 6.4,) and (ii) any amounts included in the term “Franchise Fee” pursuant to Section 622(g)(1) of the Cable Act), but shall not include the following: (i) PEG Access Capital Support (Section 6.5); (ii) interest due herein to the Issuing Authority because of late payments; and (iii) any other exclusion to the term “Franchise Fee” pursuant to Section 622(g)(2) of the Cable Act.

(c) All payments by Licensee to the Town pursuant to this Section shall be made payable to the Town unless otherwise agreed to in writing by the parties.

#### **SECTION 9.5 - EQUAL EMPLOYMENT OPPORTUNITY**

Licensee is an Equal Opportunity Employer and shall comply with applicable FCC regulations with respect to Equal Employment Opportunities.

#### **SECTION 9.6 - REVOCATION OF LICENSE**

The License issued hereunder may, after due written notice and hearing per Section 9.8 (Notice and Opportunity to Cure), be revoked by the Issuing Authority or the Department for any of the following reasons:

(a) For false or misleading statements in, or material omissions from, the application submitted under M.G.L.c. 166A, § 4;

(b) For failure to file and maintain the performance bond as described in Section 9.3 (Performance Bond) or to maintain insurance as described in Section 9.2 (Insurance);

(c) For repeated failure to comply with the material terms and conditions herein required by M.G.L.c. 166A, §5;

(d) For repeated failure, as determined by the Department, to maintain signal quality pursuant to the standards provided for by the FCC ;

(e) For any transfer or assignment of the Renewal License or control thereof without consent of the Issuing Authority in violation of Section 9.9 herein; and

(f) For failure to complete construction in accordance with the provisions of the Renewal License.

#### **SECTION 9.7 - NOTICE AND OPPORTUNITY TO CURE**

If the Issuing Authority has reason to believe that Licensee has defaulted in the performance of any or several material provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify Licensee in writing, by certified mail, of the material provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support Licensee's position;

or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. Licensee shall report to the Issuing Authority, in writing, by certified mail, at forty-five (45) day intervals as to Licensee's efforts, indicating the steps taken by Licensee to cure said default and reporting Licensee's progress until such default is cured.

(c) In the event that (i) Licensee fails to respond to such notice of default; and/or (ii) Licensee fails to cure the default or to take reasonable steps to cure the default within the required forty-five (45) day period; the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen

(14) days after written notice, by certified mail, to Licensee. Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that Licensee is in such default, the Issuing Authority may determine to pursue any lawful remedy available to it.

(e) If (i) the Issuing Authority fails to issue a written reply within 30 days accepting or rejecting Licensees' response pursuant to 9.8(a) above; (ii) the Issuing Authority fails to issue a written acknowledgement after Licensee's notice that it cured said default pursuant to 9.8(b) above; and/or (iii) the Issuing Authority fails to schedule a public hearing no later than thirty (30) days of having sent a written notice consistent with Section 9.8(c) above and/or (iv) the Issuing authority fails to issue a written determination with thirty (30) days after the public hearing pursuant to Section 9.8(d) above, then the issue of said default against Licensee by the Issuing Authority shall be considered null and void.

#### **SECTION 9.8 - TRANSFER OR ASSIGNMENT**

In accordance with 207 CMR 4.00 and applicable federal law, this Renewal License or control hereof shall not be transferred or assigned without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld. The consent of the Issuing Authority shall be given only after a hearing upon written application therefor on forms prescribed by the Department. Pursuant to 207 CMR 4.01(2), a transfer or assignment of a license or control thereof between commonly controlled entities, between affiliated companies, or between parent and subsidiary corporations, shall not constitute a transfer or assignment of a license or control thereof under M.G.L.c.166A Section 7.

#### **SECTION 9.9 - REMOVAL OF SYSTEM**

Upon termination of this Renewal License or denial of any renewal hereof by passage of time or otherwise in accordance with applicable law and after all appeals from any judicial determination are exhausted and final, Licensee shall remove its supporting structures, poles, transmission and distribution

systems and other appurtenances from the streets, ways, lanes, alleys, parkways, bridges, highways, and other public and private places in, over, under, or along which they are installed and shall restore the areas to their original condition. If such removal is not completed within six (6) months of such termination, the Issuing Authority or property owner may deem any property not removed as having been abandoned. Notwithstanding the above, Franchisee/Licensee shall not be required to remove its Cable System, or to relocate the Cable System, or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Franchisee/Licensee from providing Cable Services, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act.

#### **SECTION 9.10 – LIQUIDATED DAMAGES**

For the violation of any of the following material provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Town, subject to Section 9.7 (*Notice and Opportunity to Cure*) above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, pursuant to Section 9.7 (*Notice and Opportunity to Cure*) above, of the provision(s) which the Issuing Authority believes to be in default, unless cured pursuant to Section 9.7 (*Notice and Opportunity to Cure*) above.

1. For failure to extend service to any resident in accordance with Article 3 (*Area to be Served*) herein, One Hundred and Fifty Dollars (\$150.00) per day, for each day that such non-compliance continues.
2. For failure to comply with the FCC's Customer Service Obligations, 47 CFR §76.309, and the Massachusetts Department of Telecommunications and Energy ("DTE"), Cable Division, Billing Practices Regulation, 207 CMR §10.01 et seq., as each may from time to time be amended, and in compliance with Sections 7.1 and 7.2. Fifty Dollars (\$50.00) for each day that any such non-compliance continues.

3. For failure to operate and maintain the Cable Television System, in accordance with Section 4.1 (*System Maintenance*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues.
4. For failure to comply with the PEG access support commitments contained in Article 6 (*PEG Access Channels and Support*) herein, Fifty (\$50.00) per day, for each day such non-compliance continues longer than 30 days.
5. For failure to maintain the bonds and insurance required by Sections 9.2 and 9.3 (*Insurance and Bonds*) herein, One Hundred Dollars (\$100.00) per day, for each day of non-compliance.

All similar violations or failures from the same factual events affecting multiple Subscribers shall be assessed as a single violation, and each violation or a failure may only be assessed as a single material violation.

#### **SECTION 9.10 - INCORPORATION BY REFERENCE**

(a) All presently and hereafter applicable conditions and requirements of federal and state laws, including but not limited to M.G.L.c. 166A, and the rules and regulations of the FCC and the Department, as they may be amended, are incorporated herein by reference, to the extent not enumerated herein.

(b) Should the State, the federal government or the FCC require Licensee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Issuing Authority and Licensee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

#### **SECTION 9.11 - NO THIRD-PARTY BENEFICIARIES**

Nothing in this Renewal License is intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Renewal License.

*Renewal Cable Television License for the Town of Ayer, MA  
Term: April 1, 2023 – March 31, 2033 (10 yrs)  
DATE: March 27, 2023*

**ARTICLE 10  
MISCELLANEOUS**

**SECTION 10.1 - SEVERABILITY**

If any section, subsection, sentence, clause, phrase, or other portion of this Renewal License is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

**SECTION 10.2 - FORCE MAJEURE**

If for any reason of force majeure Licensee is unable in whole or in part to carry out its obligations hereunder, said Licensee shall not be deemed in violation or default during the continuance of such inability. Unless further limited elsewhere in this Renewal License, the term "force majeure" as used herein shall have the following meaning: strikes; acts of god; acts of public enemies, orders of any kind of the government of the United States of America or of the Commonwealth of Massachusetts or any of their departments, agencies, political subdivisions, or officials, or any civil or military authority; insurrections; riots, pandemics; epidemics; public health emergencies; landslides; lightning; earthquakes; tornados; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts, environmental restrictions, arrests; civil disturbances; explosions; partial or entire failure of utilities; unavailability of materials and/or essential equipment, environmental restrictions or any other cause or event not reasonably anticipated or within Licensee's control.

**SECTION 10.3 - NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be sent by certified mail, nationally recognized overnight courier service or other means as allowed by applicable law and providing for a receipt



*Renewal Cable Television License for the Town of Ayer, MA  
Term: April 1, 2023 – March 31, 2033 (10 yrs)  
DATE: March 27, 2023*

as proof of delivery to the following address or such other address as the Issuing Authority may specify in writing to Licensee.

Town of Ayer  
Attn: Select Board  
One Main Street  
Ayer, MA 01432

(b) Every notice served upon Licensee shall be delivered or sent by certified mail (postage prepaid) or nationally recognized overnight courier service to the following address or such other address as Licensee may specify in writing to the Issuing Authority.

Comcast Cable Communications, Inc.  
Attn: Government Relations  
5 Omni Way  
Chelmsford, MA 01824

with copies to:

Comcast Cable Communications, Inc.  
Attn: Vice President, Government Relations  
676 Island Pond Road  
Manchester, NH 03109

Comcast Cable Communications, Inc.  
Attn: Government Affairs  
One Comcast Center  
Philadelphia, PA 19103

(c) Delivery of such notices shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of receipt.

**SECTION 10.4 - ENTIRE AGREEMENT**

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed without written amendment signed by the Issuing Authority and the Licensee.

**SECTION 10.5 - CAPTIONS**

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such sections shall not affect the meaning or interpretation of the Renewal License.

**SECTION 10.6 - APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to the Town, Licensee, and their respective successors and assigns.

*Renewal Cable Television License for the Town of Ayer, MA  
Term: April 1, 2023 – March 31, 2033 (10 yrs)  
DATE: March 27, 2023*

**SIGNATURE PAGE**

WITNESS OUR HANDS AND OFFICIAL SEAL, THIS \_\_\_\_\_ DAY OF

\_\_\_\_\_ 20\_\_.

**TOWN OF AYER, MA**

By:

\_\_\_\_\_  
Jannice L. Livingston  
Chair Select Board

\_\_\_\_\_  
Shaun C. Copeland, Vice Chair  
Select Board

\_\_\_\_\_  
Scott A. Houde, Clerk  
Select Board

**COMCAST OF MASSACHUSETTS III, INC.**

By:

\_\_\_\_\_  
Anthony M. Bowling, Sr. Vice President  
Greater Boston Region

**EXHIBIT A**

**VIDEO ORINATION LOCATIONS**

Page Hilltop School, 115 Washington Street – Prof. Development Room

Ayer-Shirley Regional High School, 141 Washington Street

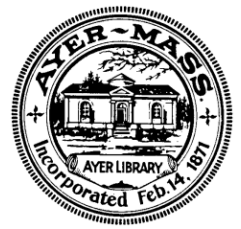
Town Hall, One Main Street – 1<sup>st</sup> floor meeting room and Great Hall

Police Station, 54 Park Street – Community Room

Fire Station, One West Main Street

**Office of the Select Board  
Office of the Town Manager**

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Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | www.ayer.ma.us

**MEMORANDUM**

**DATE:** March 31, 2023

**TO:** Ayer Select Board

**FROM:** Robert A. Pontbriand  
Town Manager

**SUBJECT: Proposal for Senior/Community Center Building Committee**

Dear Honorable Select Board Members,

At the March 27, 2023 the Select Board received and discussed the Study Report from the Senior Center Site Selection Working Group and further voted to further pursue and develop the recommendation of the Study Report to locate a Senior/Community Center (also referred to as a Center for Active Living) on a portion of Pirone Park as set forth in the Study Report. Additionally, the Select Board voted to form an official Building Committee charged with the following responsibilities (as set forth on Page 7 of the Study Report):

Proposed Charge of the Building Committee:

- Oversee the further development of the Pirone Park site location for the purposes of a Senior/Community Center
- Oversee the conceptual plan development to include extensive public outreach and participation in the conceptual design
- Identify and secure funding for the design of the project to include Town Meeting approval.
- Oversee the final design of the project.
- Develop, oversee, and administer a construction budget for the project to include Town Meeting approval.
- Oversee the construction of the project.
- Conduct all meeting of the Building Committee in accordance with the provisions of the Open Meeting law (publicly posted meetings) and in accordance with the provisions of the Public Records Law (maintain and issue meeting minutes)
- Provide periodic public updates to the Select Board (and other Board and Committee as necessary) regarding the status/progress of the project.

- The Building Committee shall be provided with appropriate and reasonable levels of professional and administrative support from the Town Manager's Office; Town Departments; and professional consultants as warranted and with approved funding.
- Other duties with respect to this project as needed.

Proposed Composition of the Building Committee:

It is respectfully recommended/proposed that the Select Board authorize the following composition of the Building Committee:

A nine (9) Member Committee as follows:

- One (1) Member of the Council on Aging
- The COA/Senior Center Director (Dr. Katie Petrossi)
- One (1) Parks Commissioner
- The Parks and Recreation Director (Mr. Jeff Thomas)
- The DPW Director (Dan Van Schalkwyk, P.E.)
- One (1) Member of the Planning Board
- Three (3) Ayer Residents

In terms of the appointments of the three (3) Ayer Residents, it is recommended that the Select Board publicly post the three (3) resident positions for a minimum of two (2) weeks on the Town's website; Town Hall posting Board; and Town social media. Interested applicants must be an Ayer Resident and should submit a letter (or email) of intent to the Assistant Town Manager, Carly Antonellis ([atm@ayer.ma.us](mailto:atm@ayer.ma.us)) by the deadline established by the Select Board.

The Select Board would then interview Resident applicants at a Select Board Meeting and vote by simple majority to make the appointments.

It is recommended that the Building Committee not formally meet until the Resident positions on the Committee are appointed. The Building Committee would determine its organization of Officers.

This is a recommended proposal for the Building Committee for the Select Board to consider and it is the purview of the Select Board to adjust accordingly.

Thank you.

3/22/2023

MassDevelopment-Devens

Meg Delorier, Acting Executive Vice President Devens Operations

33 Andrews Parkway

Devens MA 01434

Dear Ms. Delorier,

Over the past 20+ years, MassDevelopment has leased portions of the former military airfield runways to various private “Solo-Autocross” timed-run/racing clubs and organizations, including the Renegade Miata Club, BMW-Car Club of America, North Country Porsche Club, Track Club USA, Connecticut Valley Region Porsche Club, Sports Car Club of America (SCCA), Bay State Corvette Club, and NE-SVT Group.

The intense (New England regional) Autocross land-use of the Moore Air Field is negligible with regard to local job creation, local added-value creation, local property-value escalation, and providing no benefit and potential damage to the “Wild & Scenic” Nashua River, and the Oxbow National Wildlife Refuge. It generates annual revenue to MassDevelopment, gives “excitement” to the regional autocross competitors, burns thousands of gallons of fossil fuel, generates CO2 exhaust from roaring tailpipes, and demonstrably compromises the local quality of life within the neighborhoods of Ayer.

The Autocross use at Moore Air Field projects a relentless sonic impact of non-stop screeching tires and fast engines roaring across Ayer’s many neighborhoods to the east of the Field, and into the protected wildlife species and habitat of the Oxbow National Wildlife Refuge.

The historic Moore Army Air Field is set on a high plateau upon the “Wild & Scenic” Nashua River, embraced by the Oxbow National Wildlife Refuge. Along the eastern perimeter of the Air Field is the sparsely-used Greenville Freight Railroad Branch and the Fitchburg Rd. (Rt. 2A) commercial/light-industrial corridor. The planning and redevelopment of the Fitchburg Rd. corridor as a sustainable, healthy, safe, and livable mixed-use district, including the proposed 100% Affordable 106-unit Chapter 40B Residential Development, “Ayer Commons” at 65 Fitchburg Road is progressing.

Abutting the southeastern side of the Air Field is the (circa 1860) sacred and solemn St. Mary’s Cemetery on Bishop Road. In close proximity east of the Air Field are a number of Ayer’s well-established neighborhoods along Groton School Rd., Park Street, Groton-Shirley Rd., the Washington St. Historic Hill District Neighborhood, and also the Watt Phnom Serie Cambodian Temple to the immediate north. The prevailing wind current comes westerly – carrying the sonic impact of activities from the Air Field easterly across and into Ayer’s residential neighborhoods.

Ayer is a proud middle-class family township, and a designated Environmental Justice (EJ) community. In most cases, both Ayer-family spouses (and/or individuals) work very hard during the week, supporting their households. Saturdays and Sundays are often the only days of the week that Ayer families have time to relax and re-charge in their own homesteads, yards, and neighborhood streets. This precious Saturday and Sunday (homestead) time has been imposed upon by the non-stop sonic impact of Autocross at the Moore Air Field for 20+ years – an entire generation of Ayer children have grown-up in their neighborhoods with this as the weekend “sound-track” – 10:00AM-5:00PM.

The New England Sports Car Club of America (SCCA) website reads, “On weekends the (Moore Air Field) runways are currently the largest and only centrally located venue in southern New England...for autocross competitions.” The SCAA website “Autocross Locations” takes you directly to Moore Air Field venue: [Autocross Locations | Pit Talk](#). Additional “Motorsports Venues/Race Tracks” are listed. All “motorsports venues” in New England, other than Moore Air Field, are just that, designed, located, permitted, and constructed as motorsports track destination facilities.

Moore Air Field was never designed/constructed as a “motorsports venue” set upon a high plateau, upon the banks of the Nashua River, embraced by a National Wildlife Refuge, and embedded in residential neighborhoods, and abutting a sacred historic cemetery. It was designed/constructed during a time when environmental impacts weren’t well known as a US Army Air Field in preparation for America’s entrance into WWII. When outer Fitchburg Rd. was open, undeveloped land. When Ayer’s residents had no (say) on the adverse impacts to public health, public safety, environmental contamination, noise pollution, property-values, and quality-of-life, as a US Army Air Field was constructed in their small hometown of 9.8 square miles. Today we see the results of these negative impacts to the health of all around us.

The Town of Ayer is prepared to meet with our partners at MassDevelopment, and the Devens Enterprise Commission (DEC), to start the phase-out of the intense and damaging Autocross land-use at Moore Air Field, and to attract, permit, and develop alternative uses that will vibrantly contribute to the health, safety, prosperity, opportunity, resiliency, and sustainable future for our valued Ayer and Devens neighborhoods, communities, wildlife species, and natural habitat.

The days of Moore Air Field as an auto-centric, fossil fuel burning, noise pollution projecting, wildlife habitat damaging, massive heat-island need to come to an end.

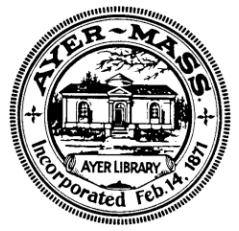
Sincerely,

Cc: Senator Jamie Eldridge, Representative Danillo Sena, etc



**Office of the Select Board  
Office of the Town Manager**

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Town of Ayer | Ayer Town Hall | 1 Main Street | Ayer, MA 01432 | 978-772-8220 | [www.ayer.ma.us](http://www.ayer.ma.us)

**MEMORANDUM**

**DATE:** March 30, 2023

**TO:** Ayer Select Board

**FROM:** Robert A. Pontbriand  
Town Manager

**SUBJECT: Town Manager's Report for the April 4, 2023 Select Board Meeting**

Dear Honorable Select Board,

I am pleased to transmit to you the following Town Manager's Report for the April 4, 2023 Select Board Meeting. If you have any questions prior to the meeting, please do not hesitate to contact me directly. Thank you.

**Administrative Update/Review of Town Warrant(s):**

At the meeting I will provide a brief Administrative Update on the various activities, initiatives, and projects of the Town since the Board last met on March 27, 2023.

I have reviewed, approved, and signed the following Town Warrants since the Select Board last met on March 27, 2023:

- Accounts Payable Warrant #22-18 in the amount of \$1,158,214.88 was reviewed, approved, and signed on March 11, 2023.
- Payroll Warrant #23-19 in the amount of \$387,049.72 was reviewed, approved, and signed on March 21, 2023.

If you have any questions prior to the meeting, please do not hesitate to contact me directly.

Thank you.